P99000051316

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Address

Becky Sauls 425-8530
Phone #
425-8538
Keith

Office Use Only

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FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. Demand Star.Com (Corporation Name) P99000051316 & (Document #)
2. Dragon Acquisition Corporation (Corporation Name) P00000105951 (Document #)
3. ______ (Corporation Name) ______ (Document #)
4. ______ (Corporation Name) ______ (Document #)

date stamped copy please!

[X] Walk in [X] Pick up time Call me [X] Certified Copy
[ ] Mail out [ ] Will wait [ ] Photocopy [X] Certificate of Status

NEW FILINGS
Profit
NonProfit
Limited Liability
Domestication
Other

	AMENDMENTS
	Amendment
	Resignation of R.A., Officer/ Director
	Change of Registered Agent
	Dissolution/Withdrawal
X	Merger

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OTHER FILINGS
Annual Report
Fictitious Name
Name Reservation

	REGISTRATION/ QUALIFICATION
	Foreign
	Limited Partnership
	Reinstatement
	Trademark
	Other

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Examiner's Initials	

31(1/95)

ARTICLES OF MERGER
Merger Sheet

MERGING:

DRAGON ACQUISITION CORPORATION, a Florida corporation P00000105951

INTO

DEMANDSTAR.COM, INC., a Florida entity, P99000051316

File date: March 5, 2001

Corporate Specialist: Annette Ramsey

FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

March 6, 2001

Law Office of Greenberg, Traurig
101 E. College Ave.
Tallahassee, FL 32301

SUBJECT: DEMANDSTAR.COM, INC.
Ref. Number: P99000051316

We have received your document for DEMANDSTAR.COM, INC. and your check(s) totaling $87.50. However, the enclosed document has not been filed and is being returned for the following correction(s):

Section 607.1101(3)(a), Florida Statutes provides that a plan of merger may set forth amendments to, or a restatement of the articles of incorporation of the surviving corporation. Therefore, if the articles of incorporation of the merging corporation will become the articles of incorporation of the surviving corporation, please add an exhibit titled Restated Articles of Incorporation which include the provisions of the restated articles currently in effect for the surviving corporation. If the registered agent is also changing, the signature of the new agent is required, along with a statement that he/she is familiar with and accepts the obligations of the position.

Please make the copy that is to be certified or pay an additional $43.75.

If you have any questions concerning the filing of your document, please call (850) 487-6907.

Annette Ramsey
Corporate Specialist

Letter Number: 501A00013504

STATE OF FLORIDA

ARTICLES OF MERGER

of

DRAGON ACQUISITION CORPORATION

a Florida Corporation

with and into

DEMANDSTAR.COM, INC.,
a Florida corporation,

FILED
01 MAR -5 PM 4:45
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

To the Secretary of State
State of Florida

Pursuant to the provisions of Section 607.1105 of the Florida Business Corporation Act (the "**Act**"), the corporations herein named do hereby adopt the following articles of merger.

1. The Agreement and Plan of Merger, dated November 20, 2000 (the "**Plan of Merger**"), by and among **ONVIA.COM, INC.**, a Delaware corporation ("Onvia"), **DEMANDSTAR.COM, INC.**, a Florida corporation ("**DemandStar**"), and **DRAGON ACQUISITION CORPORATION**, a Florida corporation and wholly owned subsidiary of Onvia ("**Dragon Acquisition**"), a true and correct executed copy of which is attached hereto and made a part hereof as Exhibit A, provide that Dragon Acquisition shall merge (the "**Merger**") with and into DemandStar, and that DemandStar shall be the surviving entity on and after the effective date of the Merger.

2. The Plan of Merger was duly adopted by the Board of Directors of Dragon Acquisition by unanimous written consent on November 20, 2000.

3. The Plan of Merger was duly adopted by the Board of Directors of DemandStar by unanimous written consent on November 20, 2000.

4. The Merger herein provided was approved by the shareholders of DemandStar and Dragon Acquisition and shall take effect on **March 5, 2001.**

5. The Articles of Incorporation of DemandStar following shall be the Restated Articles of Incorporation attached hereto as Exhibit B.

6. The street address of the registered office of the corporation in the State of Florida is c/o Corporation Service Company, 1201 Hays Street, Tallahassee, Florida 32301. The name of the registered agent of the corporation at said registered office is Corporation Service Company. The written acceptance of the said registered agent, as required by the provisions of Section 607.0501(3) of the Florida Business Corporation Act, is set forth on the last page of the Restated Articles of Incorporation

[Signatures on following page]

Executed the **Fifth** day of **March 2001**.

DEMANDSTAR.COM, INC.,

By:
Name: Bernard B. Markey
Title: Chairman of the Board

DRAGON ACQUISITION CORPORATION

By:____________________________
Name: Michael A. Jacobson
Title: Vice President and Assistant Secretary

Executed the **Fifth** day of **March 2001**.

DEMANDSTAR.COM, INC.,

By:______________________________
Name: Bernard B. Markey
Title: Chairman of the Board

DRAGON ACQUISITION CORPORATION

By:______________________________
Name: Michael A. Jacobsen
Title: Vice President and Assistant Secretary

Exhibit A

AGREEMENT AND PLAN OF MERGER

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AGREEMENT AND PLAN OF MERGER

BY AND AMONG

ONVIA.COM, INC.

DRAGON ACQUISITION CORPORATION

AND

DEMANDSTAR.COM, INC.

Dated as of November 20, 2000

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INDEX OF EXHIBITS

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is made and entered into as of November 20, 2000 (this "**Agreement**"), among Onvia.com, Inc. a Delaware corporation ("**Parent**"), Dragon Acquisition Corporation, a Florida corporation and a wholly owned subsidiary of Parent ("**Merger Sub**"), and DemandStar.com, Inc., a Florida corporation ("**Target**").

RECITALS

A. Upon the terms and subject to the conditions of this Agreement and in accordance with the Delaware General Corporation Law ("**Delaware Law**") and the Florida Business Corporation Act ("**Florida Law**"), Parent, Merger Sub and Target intend to enter into a business combination transaction.

B. The Board of Directors of Target (i) has determined that the Merger (as defined in Section 1.1) is consistent with and in furtherance of the long-term business strategy of Target and advisable and fair to, and in the best interests of, Target and its stockholders, (ii) has unanimously approved this Agreement, the Merger and the other transactions contemplated by this Agreement and (iii) has determined to recommend that the stockholders of Target adopt and approve this Agreement and approve the Merger.

C. The Board of Directors of Parent (i) has determined that the Merger is consistent with and in furtherance of the long-term business strategy of Parent and advisable and fair to, and in the best interests of, Parent and its stockholders and (ii) has unanimously approved this Agreement, the Merger and the other transactions contemplated by this Agreement.

D. Contemporaneously with the execution and delivery of this Agreement, and as a condition and inducement to Parent's willingness to enter into this Agreement, certain stockholders of Target are entering into Voting Agreements with Parent in substantially the form attached hereto as Exhibit A (the "**Target Voting Agreements**").

E. The parties intend by executing this Agreement to adopt a plan of reorganization within the meaning of Section 368 of the Internal Revenue Code of 1986, as amended (the "**Code**").

NOW, THEREFORE, in consideration of the foregoing and the respective covenants, agreements, representations and warranties set forth herein, the parties agree as follows:

ARTICLE I
THE MERGER

1.1 The Merger. At the Effective Time and subject to and upon the terms and conditions of this Agreement and the applicable provisions of Florida Law, Merger Sub shall be merged with and into Target (the "**Merger**"), the separate corporate existence of Merger Sub shall cease and Target shall continue as the surviving corporation. Target as the surviving corporation after the Merger is hereinafter sometimes referred to as the "**Surviving Corporation**."

1.2 Effective Time; Closing. Subject to the provisions of this Agreement, the parties hereto shall cause the Merger to be consummated by filing articles of merger, in such appropriate form as determined by the parties, with the Secretary of State of the State of Florida in accordance with the relevant provisions of Florida Law (the "**Articles of Merger**") (the time of such filing (or such later time as may be agreed in writing by Target and Parent and specified in the Articles of Merger) being the "**Effective Time**") as soon as practicable on or after the Closing Date (as herein defined). The closing of the Merger (the "**Closing**") shall take place at the offices of Venture Law Group, 4750 Carillon Point, Kirkland, Washington, at a time and date to be specified by the parties, which shall be no later than the third business day after the satisfaction or waiver of the conditions set forth in Article VI, or at such other time, date and location as the parties hereto agree in writing (the "**Closing Date**").

1.3 Effect of the Merger. At the Effective Time, the effect of the Merger shall be as provided in this Agreement and the applicable provisions of Florida Law. Without limiting the generality of the foregoing, at the Effective Time all the property, rights, privileges, powers and franchises of Target and Merger Sub shall vest in the Surviving Corporation, and all debts, liabilities and duties of Target and Merger Sub shall become the debts, liabilities and duties of the Surviving Corporation.

1.4 Articles of Incorporation; Bylaws.

(a) At the Effective Time, the Articles of Incorporation of Merger Sub, as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation of the Surviving Corporation until thereafter amended as provided by law

(b) At the Effective Time, the Bylaws of Merger Sub, as in effect immediately prior to the Effective Time, shall be the Bylaws of the Surviving Corporation until thereafter amended in accordance with the provisions thereof or as provided by law.

1.5 Directors and Officers. The initial directors of the Surviving Corporation shall be the directors of Merger Sub immediately prior to the Effective Time, until their respective successors are duly elected or appointed and qualified. The initial corporate officers of the Surviving Corporation shall be the corporate officers of Merger Sub immediately prior to the Effective Time, until their respective successors are duly appointed.

1.6 Effect on Capital Stock. At the Effective Time, by virtue of the Merger and without any action on the part of Merger Sub, Target or the holders of any of the following securities:

(a) Conversion of Target Common Stock. Each (i) share of common stock, par value $0.0001 per share, of Target ("**Target Common Stock**"), and (ii) share of Series A Preferred Stock, par value $.01 per share ("**Series A Preferred**" and, together with the Target Common Stock, the "**Target Stock**"), participating on an as converted basis pursuant to the Articles of Incorporation of Target, issued and outstanding immediately prior to the Effective Time, other than any shares of Target Stock to be canceled pursuant to Section 1.6(b) and any Dissenting Shares as defined in and to the extent provided in Section 1.6(f), will be canceled and extinguished and automatically converted (subject to Sections 1.6(d) and (e)) into the right to receive a number of shares of common stock, par value $0.0001 per share, of Parent ("**Parent Common Stock**") multiplied by the Exchange Ratio (as defined in the next sentence), upon surrender of the certificate representing such share of Target Common Stock in the manner provided in Section 1.7. The "**Exchange Ratio**" shall be the fraction (A) having a numerator equal to 6,000,000 and (B) having a denominator equal to the aggregate number of shares of Target Stock outstanding immediately prior to the Effective Time plus any vested Target Option (as defined in Section 2.2) outstanding immediately prior to the Effective Time (1) including all Target Options that become vested as a result of this Agreement and the transactions contemplated hereby, including, without limitation, upon consummation of the Merger, and (2) excluding Target Options that would otherwise become vested upon consummation of the Merger but that will not become vested as a result of the Agreements entered into pursuant to Section 6.3(d) .

(b) Cancellation of Target-Owned and Parent-Owned Stock. Each share of Target Stock held by Target or owned by Merger Sub, Parent or any direct or indirect wholly owned subsidiary of Target or of Parent immediately prior to the Effective Time shall be canceled and extinguished without any conversion thereof.

(c) Capital Stock of Merger Sub. Each share of common stock, $0.0001 par value per share, of Merger Sub issued and outstanding immediately prior to the Effective Time shall be converted into one validly issued, fully paid and nonassessable share of common stock, $0.0001 par value per share, of the Surviving Corporation. Each certificate evidencing ownership of shares of the common stock of Merger Sub shall evidence ownership of such shares of capital stock of the Surviving Corporation.

(d) Adjustments to Exchange Ratio. The Exchange Ratio shall be adjusted to reflect appropriately the effect of any stock split, reverse stock split, stock dividend (including any dividend or distribution of securities convertible into Parent Common Stock or Target Stock), merger (with respect to Parent, a merger in which more than 50% of the voting power of Parent is disposed of), share exchange (with respect to Parent, a share exchange in which more than 50% of the voting power of Parent is disposed of), reorganization, recapitalization, reclassification or other like change with respect to Parent Common Stock or Target Stock occurring on or after the date hereof and prior to the Effective Time.

(e) Fractional Shares. No fraction of a share of Parent Common Stock will be issued by virtue of the Merger, but in lieu thereof each holder of shares of Target Stock who would otherwise be entitled to a fraction of a share of Parent Common Stock (after aggregating all fractional shares of Parent Common Stock that otherwise would be received by such holder) shall receive from Parent an amount of cash (rounded to the nearest whole cent) equal to the product of (i) such fraction, multiplied by (ii) the average closing sale price of one share of Parent Common Stock for the five (5) most recent days that Parent Common Stock has traded ending on the trading day immediately prior to the Effective Time, as reported on the Nasdaq Stock Market.

(f) Dissenting Shares.

(i) Notwithstanding any provision of this Agreement to the contrary, any shares of Target Stock held by a holder who has exercised such holder's dissenters' rights in accordance with Sections 607.1301, 607.1302 and 607.1320 of Florida Law, and who, as of the Effective Time, has not effectively withdrawn or lost such dissenters' rights ("**Dissenting Shares**"), shall not be converted into or represent a right to receive Parent Common Stock pursuant to Section 1.6, but the holder of the Dissenting Shares shall only be entitled to such rights as are granted by Florida Law.

(ii) Notwithstanding the provisions of Section 1.6(a), if any holder of shares of Target Stock who demands his dissenters' rights with respect to such shares under Section 1.6(a) shall effectively withdraw or lose (through failure to perfect or otherwise) his rights to receive payment for the fair market value of such shares under Florida Law, then, as of the later of the Effective Time or the occurrence of such event, such holder's shares shall automatically be converted into and represent only the right to receive Target Common Stock and payment for fractional shares as provided in Section 1.6(e), without interest, upon surrender of the certificate or certificates representing such shares.

(iii) Target shall give Parent (i) prompt notice of any written demands for payment with respect to any shares of capital stock of Target pursuant to Sections 607.1302, 1607.1302 and 607.1320 of Florida Law, withdrawals of such demands, and any other instruments served pursuant to Florida Law and received by the Target, and (ii) the opportunity to participate at its own expense in all negotiations and proceedings with respect to demands for dissenters' rights under Florida Law. Target shall not, except with the prior written consent of Parent, voluntarily make any payment with respect to any demands for dissenters' rights with respect to Target Stock or offer to settle or compromise any such demands.

1.7 Surrender of Certificates.

(a) Exchange Agent. Parent shall select a bank or trust company reasonably acceptable to Target to act as the exchange agent (the "**Exchange Agent**") in the Merger.

(b) Parent to Provide Common Stock. Promptly after the Effective Time, Parent shall make available to the Exchange Agent for exchange in accordance with this Article I, the shares of Parent Common Stock issuable pursuant to Section 1.6 in exchange for outstanding shares of Target Stock, (ii) cash in an amount sufficient for payment in lieu of fractional shares pursuant to Section 1.6(e), and (iii) any dividends or distributions to which holders of shares of Target Stock may be entitled pursuant to Section 1.7(d).

(c) Exchange Procedures. Promptly after the Effective Time, Parent shall cause the Exchange Agent to mail to each holder of record (as of the Effective Time) of a certificate or certificates (the "**Certificates**"), which immediately prior to the Effective Time represented outstanding shares of Target Stock, whose shares were converted into shares of Parent Common Stock: (i), a letter of transmittal in customary form (which shall specify that delivery shall be effected, and risk of loss and title to the Certificates shall pass, only upon delivery of the Certificates to the Exchange Agent and shall contain such other customary provisions as Parent may reasonably specify), (ii) instructions for use in effecting the surrender of the Certificates in exchange for certificates representing shares of Parent Common Stock, cash in lieu of any fractional shares pursuant to Section 1.6(e), and (iii) any dividends or other distributions pursuant to Section 1.7(d). Upon surrender of Certificates for cancellation to the Exchange Agent or to such other agent or agents as may be appointed by Parent, together with such letter of transmittal, duly completed and validly executed in accordance with the instructions thereto, the holders of such Certificates shall be entitled to receive in exchange therefor certificates representing the number of whole shares of Parent Common Stock into which their shares of Target Stock were converted at the Effective Time, payment in lieu of fractional shares which such holders have the right to receive pursuant to Section 1.6(e) and any dividends or distributions payable pursuant to Section 1.7(d), and the Certificates so surrendered shall forthwith be canceled. Until so surrendered, outstanding Certificates will be deemed from and after the Effective Time, for all corporate purposes, to evidence only the ownership of the number of full shares of Parent Common Stock into which such shares of Target Stock shall have been so converted and the right to receive an amount in cash in lieu of the issuance of any fractional shares in accordance with Section 1.6(e) and any dividends or distributions payable pursuant to Section 1.7(d).

(d) Distributions With Respect to Unexchanged Shares. No dividends or other distributions declared or made after the date of this Agreement with respect to Parent Common Stock with a record date after the Effective Time will be paid to the holders of any unsurrendered Certificates with respect to the shares of Parent Common Stock represented thereby until the holders of record of such Certificates shall surrender such Certificates. Subject to applicable law, following surrender of any such Certificates, the Exchange Agent shall deliver to the record holders thereof, without interest, certificates representing whole shares of Parent Common Stock issued in exchange therefor, along with payment in lieu of fractional shares pursuant to Section 1.6(e) hereof and the amount of any such dividends or other distributions with a record date after the Effective Time payable with respect to such shares of Parent Common Stock.

(e) Transfers of Ownership. If certificates representing shares of Parent Common Stock are to be issued in a name other than that in which the Certificates surrendered in exchange therefor are registered, it will be a condition of the issuance thereof that the Certificates so surrendered will be properly endorsed and otherwise in proper form for transfer and that the persons requesting such exchange will have paid to Parent or any agent designated by it any transfer or other taxes required by reason of the issuance of certificates representing shares of Parent Common Stock in any name other than that of the registered holder of the Certificates surrendered, or established to the satisfaction of Parent or any agent designated by it that such tax has been paid or is not payable.

(f) No Liability. Notwithstanding anything to the contrary in this Section 1.7, neither the Exchange Agent, Parent, the Surviving Corporation nor any party hereto shall be liable to a holder of shares of Parent Common Stock or Target Stock for any amount properly paid to a public official pursuant to any applicable abandoned property, escheat or similar law.

1.8 No Further Ownership Rights in Target Stock. All shares of Parent Common Stock issued in accordance with the terms hereof (including any cash paid in respect thereof pursuant to Section 1.6(e) and 1.7(d)) shall be deemed to have been issued in full satisfaction of all rights pertaining to such shares of Target Stock and there shall be no further registration of transfers on the records of the Surviving Corporation of shares of Target Stock which were outstanding immediately prior to the Effective Time. If after the Effective Time Certificates are presented to the Surviving Corporation for any reason, they shall be canceled and exchanged as provided in this Article I.

1.9 Lost, Stolen or Destroyed Certificates. In the event that any Certificates shall have been lost, stolen or destroyed, the Exchange Agent shall issue in exchange for such lost, stolen or destroyed Certificates, upon the making of an affidavit of that fact by the holder thereof, certificates representing the shares of Parent Common Stock into which the shares of Target Stock, represented by such Certificates were converted pursuant to Section 1.6, cash for fractional shares, if any, as may be required pursuant to Section 1.6(e) and any dividends or distributions payable pursuant to Section 1.7(d); provided, however, that Parent may, in its discretion and as a condition precedent to the issuance of such certificates representing shares of Parent Common Stock, cash and other distributions, require the owner of such lost, stolen or destroyed Certificates to deliver a bond in such sum and with customary provisions as it may reasonably direct as indemnity against any claim that may be made against Parent, the Surviving Corporation or the Exchange Agent with respect to the Certificates alleged to have been lost, stolen or destroyed.

1.10 Tax and Accounting Consequences.

(a) It is intended by the parties hereto that the Merger shall constitute a reorganization within the meaning of Section 368 of the Code. The parties hereto adopt this Agreement as a "plan of reorganization" within the meaning of Sections 1.368-2(g) and 1.368-3(a) of the United States Income Tax Regulations.

(b) It is intended by the parties hereto that the Merger shall be accounted for as a purchase transaction under generally accepted accounting principles.

1.11 Taking of Necessary Action; Further Action. If, at any time after the Effective Time, any further action is necessary or desirable to carry out the purposes of this Agreement and to vest the Surviving Corporation with full right, title and possession to all assets, property, rights, privileges, powers and franchises of Target and Merger Sub, the officers and directors of Target and Merger Sub will take all such lawful and necessary action. Parent shall cause Merger Sub to perform all of its obligations relating to this Agreement and the transactions contemplated hereby.

ARTICLE II
REPRESENTATIONS AND WARRANTIES OF TARGET

Target represents and warrants to Parent and Merger Sub, subject to the exceptions specifically disclosed in writing in the disclosure schedules delivered by Target to Parent dated as of the date hereof referencing the representations and warranties in this Agreement by Section number and certified by a duly authorized officer of Target (the "**Target Disclosure Schedules**"), as follows:

2.1 Organization of Target.

(a) Target and each of its subsidiaries (i) is a corporation or other legal entity duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized; (ii) has the corporate or other power and authority to own, lease and operate its assets and property and to carry on its business as now being conducted; and (iii) except as would not be material to Target, is duly qualified or licensed to do business in each jurisdiction where the character of the properties owned, leased or operated by it or the nature of its activities makes such qualification or licensing necessary.

(b) Target has set forth in the Target Disclosure Schedules a true and complete list of all of Target's subsidiaries as of the date of this Agreement, together with a list of each partnership, joint venture or other business entity in which Target holds an interest, whether voting, equity or otherwise (collectively, the "**Joint Ventures**"), indicating the jurisdiction of organization of each such entity and Target's equity interest therein. Except as set forth on such list, neither Target nor any of its subsidiaries owns any equity interest in any corporation, partnership or joint venture arrangement or other business entity that is material to Target.

(c) Target has delivered or made available to Parent a true and correct copy of the Articles of Incorporation and Bylaws of Target and similar governing instruments of each of its subsidiaries and each Joint Venture, each as amended to date, and each such instrument is in full force and effect. Neither Target nor any of its subsidiaries nor, to the knowledge of Target, any Joint Venture is in violation of any of the provisions of its Articles of Incorporation or Bylaws or equivalent governing instruments.

2.2 Target Capital Structure. The authorized capital stock of Target consists of 100,000,000 shares of Common Stock, par value $0.0001 per share, of which there were 7,638,480 shares issued and outstanding as of November 15, 2000 (none of which were held by Target in its treasury), and 10,000,000 shares of Preferred Stock, par value $0.01 per share, of which there are authorized 2,000,000 shares of Series A Preferred, of which there were 750,000 shares issued and outstanding as of November 15, 2000, and 4,000,000 shares of Series B Preferred, of which there were no shares issued and outstanding as of November 15, 2000. All outstanding shares of Target Stock are duly authorized, validly issued, fully paid and nonassessable and are not subject to preemptive rights created by statute, the Articles of Incorporation or Bylaws of Target or any agreement or document to which Target is a party or by which it or its assets is bound. As of November 15, 2000, (i) Target had reserved an aggregate of 4,000,000 shares of Target Common Stock for issuance pursuant to Target's 1999 Employee Incentive Compensation Plan, and (ii) there were options ("**Target Options**") outstanding to purchase an aggregate of 3,332,700 shares of Target Common Stock pursuant to Target's 1999 Employee Incentive Compensation Plan. As of November 15, 2000, there are warrants ("**Target Warrants**") outstanding to purchase 1,000,000 shares of Target Common Stock and 1,000,000 shares of Target Common Stock are reserved for issuance upon the exercise of the Target Warrants. All shares of Target Common Stock subject to issuance as aforesaid, upon issuance on the terms and conditions specified in the instruments pursuant to which they are issuable, would be duly authorized, validly issued, fully paid and nonassessable. The Target Disclosure Schedules list for each person who held Target Options or Target Warrants to acquire shares of Target Common Stock as of November 15, 2000, the name of the holder of such option or warrant, the exercise price of such option or warrant, the number of shares as to which such option or warrant had vested at such date, the vesting schedule for such option or warrant and whether the exercisability of such option or warrant will be accelerated in any way by the transactions contemplated by this Agreement, and indicates the extent of acceleration, if any. Except as set forth in Schedule 2.2 of the Target Disclosure Schedules, consummation of the Merger, whether coupled with a termination of employment or not, will not result in the acceleration of any vesting of any such Target Options or Target Warrants.

2.3 Obligations With Respect to Capital Stock. Except as set forth in Section 2.2, there are no equity securities, partnership interests or similar ownership interests of any class of Target equity security, or any securities exchangeable or convertible into or exercisable for such equity securities, partnership interests or similar ownership interests, issued, reserved for issuance or outstanding. Except for securities Target owns free and clear of all claims and encumbrances, directly or indirectly through one or more subsidiaries, there are no equity securities, partnership interests or similar ownership interests of any class of equity security of any subsidiary of Target or any Joint Venture, or any security exchangeable or convertible into or exercisable for such equity securities, partnership interests or similar ownership interests, issued, reserved for issuance or outstanding. Except as set forth in Section 2.2, there are no subscriptions, options, warrants, equity securities, partnership interests or similar ownership interests, calls, rights (including preemptive rights), commitments or agreements of any character to which Target or any of its subsidiaries or, to the knowledge of Target, any Joint Venture is a party or by which it is bound obligating Target or any of its subsidiaries or, to the knowledge of Target, any Joint Venture to issue, deliver or sell, or cause to be issued, delivered or sold, or repurchase, redeem or otherwise acquire, or cause the repurchase, redemption or acquisition of, any shares of capital stock, partnership interests or similar ownership interests of Target or any of its subsidiaries or any Joint Venture or obligating Target or any of its subsidiaries or any Joint Venture to grant, extend, accelerate the vesting of or enter into any such subscription, option, warrant, equity security, call, right, commitment or agreement. There are no registration rights and, except as otherwise contemplated by the Voting Agreement, there is no voting trust, proxy, rights plan, antitakeover plan or other agreement or understanding to which Target is a party or by which it is bound with respect to any equity security of any class of Target or with respect to any equity security, partnership interest or similar ownership interest of any class of any of its subsidiaries or any Joint Venture.

2.4 Authority.

(a) Target has all requisite corporate power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated has been duly authorized by all necessary corporate action on the part of Target, subject only to the approval and adoption of this Agreement and the approval of the Merger by Target's stockholders and the filing of the Articles of Merger pursuant to Florida Law. The following votes are required for Target's stockholders to approve and adopt this Agreement and approve the Merger: (x) an affirmative vote of the holders of a majority of the outstanding shares of Target Stock, (y) an affirmative vote of the holders of a majority of the shares of Series A Preferred, and (z) an affirmative vote of the holders of a majority of the Target Common Stock. This Agreement has been duly executed and delivered by Target and, assuming the due execution and delivery by Parent and Merger Sub, constitutes a valid and binding obligation of Target, enforceable against Target in accordance with its terms, except as enforceability may be limited by bankruptcy and other similar laws and general principles of equity. The execution and delivery of this Agreement by Target does not, and the performance of this Agreement by Target will not, (i) conflict with or violate the Articles of Incorporation or Bylaws of Target or the equivalent organizational documents of any of its subsidiaries, (ii) subject to obtaining the approval and adoption of this Agreement and the approval of the Merger by Target's stockholders as contemplated in Section 5.2 and compliance with the requirements set forth in Section 2.4(b) below, conflict with or violate any law, rule, regulation, order, judgment or decree applicable to Target or any of its subsidiaries or by which Target or any of its subsidiaries or any of their respective properties is bound or affected, or (iii) result in any material breach of or constitute a material default (or an event that with notice or lapse of time or both would become a material default) under, or impair Target's rights or alter the rights or obligations of any third party under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of a material lien or encumbrance on any of the material properties or assets of Target or any of its subsidiaries pursuant to, any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise, concession, or other instrument or obligation, in each case that is material to Target, to which Target or any of its subsidiaries is a party or by which Target or any of its subsidiaries or its or any of their respective assets are bound or affected. The Target Disclosure Schedules list all consents, waivers and approvals under any of Target's or any of its subsidiaries' agreements, contracts, licenses or leases required to be obtained in connection with the consummation of the transactions contemplated hereby, which, if individually or in the aggregate not obtained, would result in a loss of benefits to Target, Parent or the Surviving Corporation as a result of the Merger that would be reasonably likely to result in a Material

Adverse Effect (as defined in Section 8.3(c)) with respect to Target, Parent or the Surviving Corporation.

(b) No consent, approval, order or authorization of, or registration, declaration or filing with any court, administrative agency or commission or other governmental authority or instrumentality, foreign or domestic ("**Governmental Entity**"), is required to be obtained or made by Target in connection with the execution and delivery of this or the consummation of the Merger, except for (i) the filing of the Articles of Merger with the Secretary of State of the State of Florida, (ii) the filing of the Proxy Statement/Prospectus (as defined in Section 2.16) with the Securities and Exchange Commission ("**SEC**"), (iii) such consents, approvals, orders, authorizations, registrations, declarations and filings as may be required under applicable federal, foreign and state securities (or related) laws and the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "**HSR Act**"), and (iv) such other consents, authorizations, filings, approvals and registrations which if not obtained or made would not be material to Target or Parent or have a material adverse effect on the ability of the parties hereto to consummate the Merger.

2.5 SEC Filings; Target Financial Statements.

(a) Target has filed all forms, reports and documents required to be filed by Target with the SEC since March 27, 2000, and has made available to Parent such forms, reports and documents in the form filed with the SEC. All such required forms, reports and documents (including those that Target may file subsequent to the date hereof) are referred to herein as the "**Target SEC Reports**." As of their respective dates, the Target SEC Reports (i) were prepared in accordance with the requirements of the Securities Act of 1933, as amended (the "**Securities Act**"), or the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), as the case may be, and the rules and regulations of the SEC thereunder applicable to such Target SEC Reports and (ii) did not at the time they were filed (or if amended or superseded by a filing prior to the date of this Agreement, then on the date of such filing) contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. None of Target's subsidiaries or Joint Ventures is required to file any forms, reports or other documents with the SEC or similar regulatory body.

(b) Each of the consolidated financial statements (including, in each case, any related notes thereto) contained in the Target SEC Reports (the "**Target Financials**"), including each Target SEC Reports filed after the date hereof until the Closing, (i) complied as to form in all material respects with the published rules and regulations of the SEC with respect thereto, (ii) was prepared in accordance with United States generally accepted accounting principles ("**GAAP**") applied on a consistent basis throughout the periods involved (except as may be indicated in the notes thereto or, in the case of unaudited interim financial statements, as may be permitted by the SEC on Form 10-Q under the Exchange Act) and (iii) fairly presented the consolidated financial position of Target and its subsidiaries as at the respective dates thereof and the consolidated results of Target's operations and cash flows for the periods indicated, except that the unaudited interim financial statements may not contain footnotes and were or are subject to normal and recurring year-end adjustments. The balance sheet of Target contained in Target SEC Reports as of December 31, 1999 is hereinafter referred to as the "**<u>Target Balance Sheet</u>**." Except as disclosed in the Target Financials, since the date of the Target Balance Sheet neither Target nor any of its subsidiaries has any liabilities required under GAAP to be set forth on a balance sheet (absolute, accrued, contingent or otherwise) which are, individually or in the aggregate, material to the business, results of operations or financial condition of Target and its subsidiaries taken as a whole, except for liabilities incurred since the date of the Target Balance Sheet in the ordinary course of business consistent with past practices and liabilities under this Agreement or incurred in connection with the transactions contemplated hereby.

(c) Target has heretofore furnished to Parent a complete and correct copy of any amendments or modifications, which have not yet been filed with the SEC but which are required to be filed, to agreements, documents or other instruments which previously had been filed by Target with the SEC pursuant to the Securities Act or the Exchange Act.

2.6 <u>Absence of Certain Changes or Events</u>. Since the date of the Target Balance Sheet there has not been: (i) any Material Adverse Effect with respect to Target and its subsidiaries and Joint Ventures, taken as a whole, (ii) any declaration, setting aside or payment of any dividend on, or other distribution (whether in cash, stock or property) in respect of, any of Target's capital stock, or any purchase, redemption or other acquisition by Target of any of Target's capital stock or any other securities of Target or any options, warrants, calls or rights to acquire any such shares or other securities except for repurchases from employees following their termination pursuant to the terms of their pre-existing stock option or purchase agreements, (iii) any split, combination or reclassification of any of Target's capital stock, (iv) any granting by Target or any of its subsidiaries of any increase in compensation or fringe benefits to any of their officers, directors or managers or employees who earn more than $50,000 per year, or any payment by Target or any of its subsidiaries of any bonus to any of their officers, directors or managers or employees who earn more than $50,000 per year, or any granting by Target or any of its subsidiaries of any increase in severance or termination pay or any entry by Target or any of its subsidiaries into, or material modification or amendment of, any currently effective employment, severance, termination or indemnification agreement or any agreement the benefits of which are contingent or the terms of which are materially altered upon the occurrence of a transaction involving Target of the nature contemplated hereby, (v) any material change or alteration in the policy of Target relating to the granting of stock options to its employees and consultants, (vi) entry by Target or any of its subsidiaries or, to the knowledge of Target, any Joint Venture into, or material modification, amendment or cancellation of, any licensing, distribution, sponsorship, advertising, merchant program or other similar agreement or which either is not terminable by Target or its subsidiaries or Joint Venture, as the case may be, without penalty upon no more than 45 days' prior notice or provides for payments by or to Target or its subsidiaries or a Joint Venture in an amount in excess of $25,000 over the term of the agreement, (vii) any material change by Target in its accounting methods, principles or practices, except as required by concurrent changes in GAAP, or (viii) any revaluation by Target of any of its assets, including, without limitation, writing off notes or accounts receivable other than in the ordinary course of business.

2.7 Taxes.

(a) Definition of Taxes. For the purposes of this Agreement, "**Tax**" or "**Taxes**" refers to (i) any and all federal, state, local and foreign taxes, assessments and other governmental charges, duties, impositions and liabilities relating to taxes, including taxes based upon or measured by gross receipts, income, profits, sales, use and occupation, and value added, ad valorem, transfer, franchise, withholding, payroll, recapture, employment, excise and property taxes, together with all interest, penalties and additions imposed with respect to such amounts, (ii) any liability for payment of any amounts of the type described in clause (i) as a result of being a member of an affiliated consolidated, combined or unitary group, and (iii) any liability for amounts of the type described in clauses (i) and (ii) as a result of any express or implied obligation to indemnify another person or as a result of any obligations under any agreements or arrangements with any other person with respect to such amounts and including any liability for taxes of a predecessor entity.

(b) Tax Returns and Audits.

(i) Target and each of its subsidiaries have timely filed all material federal, state, local and foreign returns, estimates, information statements and reports ("**Returns**") relating to Taxes required to be filed by or on behalf of Target and each of its subsidiaries with any Tax authority, such Returns are true, correct and complete in all material respects, and Target and each of its subsidiaries have paid (where required by law or otherwise accrued) all Taxes shown to be due on such Returns.

(ii) Target and each of its subsidiaries have withheld with respect to its employees all federal and state income Taxes, Taxes pursuant to the Federal Insurance Contribution Act ("**FICA**"), Taxes pursuant to the Federal Unemployment Tax Act ("**FUTA**") and other Taxes required to be withheld.

(iii) There is no material Tax deficiency outstanding, proposed or assessed against Target or any of its subsidiaries, nor has Target or any of its subsidiaries executed any unexpired waiver of any statute of limitations on or extending the period for the assessment or collection of any Tax that is still in effect.

(iv) No audit or other examination of any Return of Target or any of its subsidiaries by any Tax authority is presently in progress, nor has Target or any of its subsidiaries been notified of any request for such an audit or other examination.

(v) No adjustment of Tax relating to any Returns filed by Target or any of its subsidiaries has been proposed in writing formally or informally by any Tax authority to Target or any of its subsidiaries or any representative thereof.

(vi) Neither Target nor any of its subsidiaries has any liability for unpaid Taxes which has not been accrued for or reserved on the Target Balance Sheet, whether asserted or unasserted, contingent or otherwise, which is material to Target, other than any liability for unpaid Taxes that may have accrued since the date of the Target Balance Sheet in connection with the operation of the business of Target and its subsidiaries in the ordinary course.

(vii) There is no contract, agreement, plan or arrangement to which Target is a party, including but not limited to the provisions of this Agreement and the agreements entered into in connection with this Agreement, covering any employee or former employee of Target or any of its subsidiaries that, individually or collectively, would be reasonably likely to give rise to the payment of any amount that would not be deductible pursuant to Sections 280G, 404 or 162(m) of the Code.

(viii) Neither Target nor any of its subsidiaries has filed any consent agreement under Section 341(f) of the Code or agreed to have Section 341(f)(2) of the Code apply to any disposition of a subsection (f) asset (as defined in Section 341(f)(4) of the Code) owned by Target.

(ix) Neither Target nor any of its subsidiaries is party to or has any obligation under any tax-sharing, tax indemnity or tax allocation agreement or arrangement.

(x) Except as may be required as a result of the Merger, Target and its subsidiaries have not been and will not be required to include any material adjustment in Taxable income for any Tax period (or portion thereof) pursuant to Section 481 or Section 263A of the Code or any comparable provision under state or foreign Tax laws as a result of transactions, events or accounting methods employed prior to the Closing.

(xi) Target has made available to Parent or its legal or accounting representatives copies of all foreign, federal and state income tax and all state sales and use tax Returns for Target and each of its subsidiaries filed for all periods since its inception.

(xii) There are no liens, pledges, charges, claims, restrictions on transfer, mortgages, security interests or other encumbrances of any sort (collectively, "**Liens**") on the assets of Target or any of its subsidiaries relating to or attributable to Taxes, other than Liens for Taxes not yet due and payable.

(xiii) Since April 16, 1997, neither Target nor any subsidiary of Target has been a distributing corporation or a controlled corporation in a transaction described in Section 355(a) of the Code.

2.8 Title to Properties; Absence of Liens and Encumbrances.

(a) Target owns no real property interests. The Target Disclosure Schedules list all real property leases to which Target is a party and each amendment thereto that is in effect as of the date of this Agreement. All such current leases are in full force and effect, are valid and effective in accordance with their respective terms, and there is not, under any of such leases, any existing default or event of default (or event which with notice or lapse of time, or both, would constitute a default) that would give rise to a claim against Target in an amount greater than $25,000.

(b) Target has good and valid title to, or, in the case of leased properties and assets, valid leasehold interests in, all of its tangible properties and assets, real, personal and mixed, used or held for use in its business, free and clear of any Liens, except as reflected in the Target Financials and except for Liens for Taxes and rents not yet due and payable and such Liens or other imperfections of title and encumbrances, if any, which are not material in character, amount or extent, and which do not materially detract from the value, or materially interfere with the present use, of the property subject thereto or affected thereby.

2.9 Intellectual Property.

(a) For the purposes of this Agreement, the following terms have the following definitions:

(i) "**Intellectual Property**" shall mean any or all of the following and all rights in, arising out of or associated therewith: (i) all United States, international and foreign patents and applications therefor and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof; (ii) all inventions (whether patentable or not), invention disclosures, improvements, trade secrets, proprietary information, know how, technology, technical data and customer lists, and all documentation relating to any of the foregoing; (iii) all copyrights, copyrights registrations and applications therefor, and all other rights corresponding thereto throughout the world; (iv) all industrial designs and any registrations and applications therefor throughout the world; (v) all trade names, logos, common law trademarks and service marks, trademark and service mark registrations and applications therefor throughout the world; (vi) all databases and data collections and all rights therein throughout the world; (vii) all moral and economic rights of authors and inventors, however denominated, throughout the world; and (viii) any similar or equivalent rights to any of the foregoing anywhere in the world.

(ii) "**Target Intellectual Property**" shall mean any Intellectual Property that is owned by, or exclusively licensed to, Target or one of its subsidiaries.

(iii) "**Registered Intellectual Property**" means all United States, international and foreign: (i) patents and patent applications (including provisional applications); (ii) registered trademarks, applications to register trademarks, intent-to-use applications, or other registrations or applications related to trademarks; (iii) registered copyrights and applications for copyright registration; and (iv) any other Intellectual Property that is the subject of an application, certificate, filing, registration or other document issued, filed with, or recorded by any state, government or other public legal authority.

(iv) "**Target Registered Intellectual Property**" means all of the Registered Intellectual Property owned by, or filed in the name of, Target or one of its subsidiaries.

(b) No Target Intellectual Property or product or service of Target is subject to any proceeding or outstanding decree, order, judgment, agreement, or stipulation restricting in any manner the use, transfer, or licensing thereof by Target, or which may affect the validity, use or enforceability of such Target Intellectual Property, which in any such case would be reasonably likely to have a Material Adverse Effect on Target.

(c) Each material item of Target Registered Intellectual Property is valid and subsisting. All necessary registration, maintenance and renewal fees currently due in connection with such Registered Intellectual Property have been made and all necessary documents, recordations and certificates in connection with such Registered Intellectual Property have been filed with the relevant patent, copyright, trademark or other authorities in the United States or foreign jurisdictions, as the case may be, for the purposes of maintaining such Registered Intellectual Property, except where the failure to do so would not be reasonably likely to have a Material Adverse Effect on Target.

(d) Target or one of its subsidiaries owns and has good and exclusive title to, or has license sufficient for the conduct of its business as currently conducted and as proposed to be conducted to, each material item of Target Intellectual Property used in connection with the conduct of its business as currently conducted and as proposed to be conducted free and clear of any lien or encumbrance (excluding licenses and related restrictions); and Target or one of its subsidiaries is the exclusive owner of all trademarks and trade names used in connection with and material to the operation or conduct of the business of Target and its subsidiaries, including the sale of any products or the provision of any services by Target and its subsidiaries.

(e) Target or one of its subsidiaries owns exclusively, and has good title to, all copyrighted works that are Target products or which Target otherwise expressly purports to own.

(f) To the extent that any material Intellectual Property has been developed or created by a third party for Target or any of its subsidiaries, Target or its subsidiaries, as the case may be, has a written agreement with such third party with respect thereto and Target or its subsidiary thereby either (i) has obtained ownership of and is the exclusive owner of, or (ii) has obtained a license sufficient for the conduct of its business as currently conducted and as proposed to be conducted to all such third party's Intellectual Property in such work, material or invention by operation of law or by valid assignment, to the fullest extent it is legally possible to do so.

(g) The Target Disclosure Schedules list all material contracts, licenses and agreements to which Target is a party (i) with respect to Target Intellectual Property licensed or transferred to any third party (other than end-user licenses in the ordinary course); or (ii) pursuant to which a third party has licensed or transferred any material Intellectual Property to Target.

(h) All material contracts, licenses and agreements relating to the Target Intellectual Property are in full force and effect. The consummation of the transactions contemplated by this Agreement will neither violate nor result in the breach, modification, cancellation, termination, or suspension of such contracts, licenses and agreements in accordance with its terms, the effect of which would have a Material Adverse Effect on Target. Target is in material compliance with, and has not materially breached any term of any of such contracts, licenses and agreements and, to the knowledge of Target, all other parties to such contracts, licenses and agreements are in compliance in all material respects with, and have not materially breached any term of, such contracts, licenses and agreements. Following the Closing Date, the Surviving Corporation will be permitted to exercise all of Target's rights under such contracts, licenses and agreements to the same extent Target would have been able to had the transactions contemplated by this Agreement not occurred and without the payment of any additional amounts or consideration other than ongoing fees, royalties or payments which Target would otherwise be required to pay.

(i) The operation of the business of Target as such business currently is conducted, including Target's design, development, marketing and sale of the products or services of Target (including with respect to products currently under development) has not, does not and will not infringe or misappropriate in any material manner the Intellectual Property of any third party or, to the knowledge of Target, constitute unfair competition or trade practices under the laws of any jurisdiction.

(j) Target has not received written notice from any third party, and to the knowledge of Target, no other overt threat from any third party, that the operation of the business of Target or any act, product or service of Target, infringes or misappropriates the Intellectual Property of any third party or constitutes unfair competition or trade practices under the laws of any jurisdiction.

(k) To the knowledge of Target, no person has or is infringing or misappropriating any Target Intellectual Property.

(l) Target and its subsidiaries have taken reasonable steps to protect Target's and its subsidiaries' rights in Target's and such subsidiaries' confidential information and trade secrets that they wish to protect or any trade secrets or confidential information of third parties provided to Target or such subsidiaries, and, without limiting the foregoing, Target and its subsidiaries have and enforce a policy requiring each employee and contractor to execute a proprietary information/confidentiality agreement in substantially the form provided to Parent, and except under confidentiality obligations, there has not been disclosure by Target or one of its subsidiaries of any such trade secrets or confidential information.

2.10 Compliance with Laws; Permits; Restrictions.

(a) Neither Target nor any of its subsidiaries nor, to the knowledge of Target, any Joint Venture is in any material respect in conflict with, or in default or in violation of (i) any law, rule, regulation, order, judgment or decree applicable to Target or any of its subsidiaries or any Joint Venture or by which Target or any of its subsidiaries or any Joint Venture or any of their respective properties is bound or affected, or (ii) any material note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which Target or any of its subsidiaries or any Joint Venture is a party or by which Target or any of its subsidiaries or any Joint Venture or its or any of their respective properties is bound or affected, except for conflicts, violations and defaults that (individually or in the aggregate) would not be reasonably likely to result in a Material Adverse Effect on Target. No investigation or review by any Governmental Entity is pending or, to Target's knowledge, has been threatened in a writing delivered to Target against Target or any of its subsidiaries or, to the knowledge of Target, any Joint Venture, nor, to the knowledge of Target, has any Governmental Entity indicated an intention to conduct an investigation of Target or any of its subsidiaries or any Joint Venture. There is no material agreement, judgment, injunction, order or decree binding upon Target or any of its subsidiaries or, to the knowledge of Target, any Joint Venture which has or could reasonably be expected to have the effect of prohibiting or materially impairing any business practice of Target or any of its subsidiaries or any Joint Venture, any acquisition of material property by Target or any of its subsidiaries or any Joint Venture or the conduct of business by Target as currently conducted. Target has complied in all material respects with all applicable federal, state and local laws and regulations relating to the collection and use of user information gathered in the course of Target's operations, and Target has at all times complied with the rules, policies and procedures established by Target from time to time with respect to the foregoing. All content and services distributed through Target's website are being distributed in compliance in all material respects with applicable law.

(b) Target and its subsidiaries and, to the knowledge of Target, the Joint Ventures hold, to the extent legally required, all permits, licenses, variances, exemptions, orders and approvals from governmental authorities that are material to and required for the operation of the business of Target and its subsidiaries and the Joint Ventures as currently conducted (collectively, the "**Target Permits**"). Target and its subsidiaries and, to the knowledge of Target, the Joint Ventures are in compliance in all material respects with the terms of the Target Permits.

2.11 Litigation. There are no claims, suits, actions or proceedings pending or, to the knowledge of Target, threatened against, relating to or affecting Target or any of its subsidiaries or any Joint Venture, before any Governmental Entity or any arbitrator that seek to restrain or enjoin the consummation of the transactions contemplated by this Agreement or which could reasonably be expected, either singularly or in the aggregate with all such claims, actions or proceedings, to have a Material Adverse Effect on Target or the Surviving Corporation following the Merger or have a material adverse effect on the ability of the parties hereto to consummate the Merger. No Governmental Entity has at any time challenged or questioned in a writing delivered to Target the legal right of Target to design, offer or sell any of its services or products in the present manner or style thereof.

2.12 Employee Benefit Plans.

(a) Definitions. With the exception of the definition of "Affiliate" set forth in Section 2.12(a)(i) below (which definition shall apply only to this Section 2.12), for purposes of this Agreement, the following terms shall have the meanings set forth below:

(i) "**Affiliate**" shall mean any other person or entity under common control with Target within the meaning of Section 414(b), (c), (m) or (o) of the Code and the regulations issued thereunder;

(ii) "**Target Employee Plan**" shall mean any plan, program, policy, practice, contract, agreement or other arrangement providing for compensation, severance, termination pay, performance awards, stock or stock-related awards, fringe benefits or other employee benefits or remuneration of any kind, whether written or unwritten or otherwise, funded or unfunded, including without limitation, each "**employee benefit plan**," within the meaning of Section 3(3) of ERISA which is or has been maintained, contributed to, or required to be contributed to, by Target or any Affiliate for the benefit of any Employee and pursuant to which Target or any Affiliate has any material liability;

(iii) "**COBRA**" shall mean the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended;

(iv) "**DOL**" shall mean the Department of Labor;

(v) "**Employee**" shall mean any current, former, or retired employee, officer, or director of Target or any Affiliate;

(vi) "**Employee Agreement**" shall mean each management, employment, severance, consulting, relocation, repatriation, expatriation, visas, work permit or similar agreement or contract between Target or any Affiliate and any Employee or consultant;

(vii) "**ERISA**" shall mean the Employee Retirement Income Security Act of 1974, as amended;

(viii) "**FMLA**" shall mean the Family Medical Leave Act of 1993, as amended;

(ix) "**HIPAA**" shall mean the Health Insurance Portability Amendments Act;

(ix) "**IRS**" shall mean the Internal Revenue Service;

(x) "**Multiemployer Plan**" shall mean any "**Pension Plan**" (as defined below) which is a "multiemployer plan," as defined in Section 3(37) of ERISA;

(xi) "**PBGC**" shall mean the Pension Benefit Guaranty Corporation; and

(xii) "**Pension Plan**" shall mean each Target Employee Plan which is an "employee pension benefit plan," within the meaning of Section 3(2) of ERISA.

(b) Schedule. The Target Disclosure Schedules contain an accurate and complete list of each Target Employee Plan and each Employee Agreement. Target does not have any intention or commitment to establish any new Target Employee Plan, to modify any Target Employee Plan or Employee Agreement (except to the extent required by law or to conform any such Target Employee Plan or Employee Agreement to the requirements of any applicable law, in each case as previously disclosed to Parent in writing, or as required by this Agreement), or to adopt any Target Employee Plan or Employee Agreement, nor does it have any intention or commitment to do any of the foregoing. The Target Disclosure Schedules also contain a list of all Target employees as of the date hereof, each such person's date of hire and each such person's annual compensation. The Target Disclosure Schedules list all employees on a leave of absence (whether paid or unpaid), the reasons therefor, the expected return date, and also list all employees who have requested a leave of absence to commence at any time after the date of this Agreement, the reason therefor, and the expected length of such leave.

(c) Documents. Target has provided or made available to Parent: (i) correct and complete copies of all material documents embodying to each Target Employee Plan and each Employee Agreement including all amendments thereto and written interpretations thereof; (ii) the most recent annual actuarial valuations, if any, prepared for each Target Employee Plan; (iii) the three (3) most recent annual reports (Form Series 5500 and all schedules and financial statements attached thereto), if any, required under ERISA or the Code in connection with each Target Employee Plan or related trust; (iv) if the Target Employee Plan is funded, the most recent annual and periodic accounting of Target Employee Plan assets; (v) the most recent summary plan description together with the summary of material modifications thereto, if any, required under ERISA with respect to each Target Employee Plan; (vi) all IRS determination, opinion, notification and advisory letters, and rulings relating to Target Employee Plans and copies of all applications and correspondence to or from the IRS or the DOL with respect to any Target Employee Plan; (vii) all material written agreements and contracts relating to each Target Employee Plan, including, but not limited to, administrative service agreements, group annuity contracts and group insurance contracts; (viii) all communications material to any Employee or Employees relating to any Target Employee Plan and any proposed Target Employee Plans, in each case, relating to any amendments, terminations, establishments, increases or decreases in benefits, acceleration of payments or vesting schedules or other events which would result in any material liability to Target; and (ix) all registration statements and prospectuses prepared in connection with each Target Employee Plan.

(d) Employee Plan Compliance. (i) Target has performed in all material respects all obligations required to be performed by it under, is not in default or violation of; and has no knowledge of any material default or violation by any other party to each Target Employee Plan, and each Target Employee Plan has been established and maintained in all material respects in accordance with its terms and in compliance with all applicable laws, statutes, orders, rules and regulations, including but not limited to ERISA or the Code; (ii) each Target Employee Plan intended to qualify under Section 401(a) of the Code and each trust intended to qualify under Section 501(a) of the Code is qualified and has either received a favorable determination letter from the IRS with respect to each such Plan as to its qualified status under the Code or has remaining a period of time under applicable Treasury regulations or

IRS pronouncements in which to apply for such a determination letter and make any amendments necessary to obtain a favorable determination with respect to its qualified status from the date of adoption of such Plan and no event has occurred which would adversely affect the status of such determination letter or the qualified status of such Plan; (iii) no "prohibited transaction," within the meaning of Section 4975 of the Code or Sections 406 and 407 of ERISA, and not otherwise exempt under Section 408 of ERISA or Section 4975(d) of the Code, has occurred with respect to any Target Employee Plan; (iv) there are no actions, suits or claims pending, or, to the knowledge of Target, threatened or reasonably anticipated (other than routine claims for benefits) against any Target Employee Plan or against the assets of any Target Employee Plan; (v) each Target Employee Plan can be amended, terminated or otherwise discontinued after the Effective Time in accordance with its terms, without liability to Parent, Target or any of its Affiliates (other than ordinary administration expenses typically incurred in a termination event); (vi) there are no audits, inquiries or proceedings pending or, to the knowledge of Target, threatened by the IRS or DOL with respect to any Target Employee Plan; and (vii) neither Target nor any Affiliate is subject to any penalty or tax with respect to any Target Employee Plan under Section 402(i) of ERISA or Sections 4975 through 4980B of the Code.

(e) Pension Plans. Target does not now, nor has it ever, maintained, established, sponsored, participated in, or contributed to, any Pension Plan which is subject to Title IV of ERISA or Section 412 of the Code.

(f) Multiemployer Plans. At no time has Target contributed to or been requested to contribute to any Multiemployer Plan.

(g) No Post-Employment Obligations. No Target Employee Plan provides, or has any liability to provide, retiree life insurance, retiree health or other retiree employee welfare benefits to any person for any reason, except as may be required by COBRA or other applicable statute, and Target has never represented, promised or contracted (whether in oral or written form) to any Employee (either individually or to Employees as a group) or any other person that such Employee(s) or other person would be provided with retiree life insurance, retiree health or other retiree employee welfare benefit, except to the extent required by statute.

(h) COBRA; FMLA; HIPAA. Neither Target nor any Affiliate has, prior to the Effective Time, and in any material respect, violated any of the health care continuation requirements of COBRA (including all notice requirements thereof), the requirements of FMLA or any similar provisions of state law applicable to its Employees, the requirements of HIPAA, the requirements of the Women's Health and Cancer Rights Act, as amended, the requirements of the Newborns' and Mothers' Health Protection Act of 1996, as amended, or any similar provisions of state law applicable to employees of Target or any Affiliate.

(i) Effect of Transaction.

(i) The execution of this Agreement and the consummation of the transactions contemplated hereby will not (either alone or upon the occurrence of any additional or subsequent events) constitute an event under any Target Employee Plan, Employee

Agreement, trust or loan that will or may result in any payment (whether of severance pay or otherwise), acceleration, forgiveness of indebtedness, vesting, distribution, increase in benefits or obligation to fund benefits with respect to any Employee.

(ii) No payment or benefit which will or may be made by Target or its Affiliates with respect to any Employee as a result of the transactions contemplated by this Agreement will be characterized as an "excess parachute payment," within the meaning of Section 280G(b)(1) of the Code or will be treated as a nondeductible expense within the meaning of Section 162 of the Code.

(j) Employment Matters. Target and each Affiliate: (i) is in compliance in all material respects with all applicable foreign, federal, state and local laws, rules and regulations respecting employment, employment practices, terms and conditions of employment and wages and hours, in each case, with respect to Employees; (ii) has withheld all amounts required by law or by agreement to be withheld from the wages, salaries and other payments to Employees; (iii) is not liable in any material respect for any arrears of wages or any taxes or any penalty for failure to comply with any of the foregoing; and (iv) is not liable for any material payment to any trust or other fund or to any governmental or administrative authority, with respect to unemployment compensation benefits, social security or other benefits or obligations for Employees (other than routine payments to be made in the normal course of business and consistent with past practice). There are no pending, or, to Target's knowledge, threatened or reasonably anticipated claims or actions against Target under any worker's compensation policy or long-term disability policy which would be reasonably likely to have a Material Adverse Effect on Target. To Target's knowledge, no Employee of Target has violated any employment contract, nondisclosure agreement or noncompetition agreement by which such Employee is bound due to such Employee being employed by Target and disclosing to Target or using trade secrets or proprietary information of any other person or entity. Target and its Affiliates have not incurred any liability under, and have complied in all respect with, the Worker Adjustment Retraining Notification Act ("**WARN Act**") and no fact or event exists that could give rise to liability under the WARN Act.

(k) Labor. No work stoppage or labor strike against Target is pending, or to Target's knowledge, threatened or reasonably anticipated. Target does not know of any activities or proceedings of any labor union to organize any Employees. There are no actions, suits, claims, labor disputes or grievances pending, or, to the knowledge of Target, threatened or reasonably anticipated relating to any labor, safety or discrimination matters involving any Employee, including, without limitation, charges of unfair labor practices or discrimination complaints, which, if adversely determined, would, individually or in the aggregate, result in any material liability to Target. Neither Target nor any of its subsidiaries has engaged in any unfair labor practices within the meaning of the National Labor Relations Act. Target is not presently, nor has it been in the past, a party to, or bound by, any collective bargaining agreement or union contract with respect to Employees and no collective bargaining agreement is being negotiated by Target.

(l) International Employee Plan. No Employee Plan has been adopted or maintained by Target, whether informally or formally, for the benefit of Employees outside the United States.

(m) Change of Control Payments. The Target Disclosure Schedules sets forth each plan or agreement pursuant to which any amounts may become payable (whether currently or in the future) to current or former employees of Target as a result of or in connection with the Merger.

2.13 Environmental Matters.

(a) Hazardous Material. Except as would not result in material liability to Target, no underground storage tanks and no amount of any substance that has been designated by any Governmental Entity or by applicable federal, state or local law to be radioactive, toxic, hazardous or otherwise a danger to health or the environment, including, without limitation, PCBs, asbestos, petroleum, urea-formaldehyde and all substances listed as hazardous substances pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, or defined as a hazardous waste pursuant to the United States Resource Conservation and Recovery Act of 1976, as amended, and the regulations promulgated pursuant to said laws, but excluding office and janitorial supplies, (a "**Hazardous Material**") are present, as a result of the actions of Target or any of its subsidiaries or any affiliate of Target, or, to Target's knowledge, as a result of any actions of any third party or otherwise, in, on or under any property, including the land and the improvements, ground water and surface water thereof that Target or any of its subsidiaries has at any time owned, operated, occupied or leased.

(b) Hazardous Materials Activities. Except as would not result in a material liability to Target (in any individual case or in the aggregate) (i) neither Target nor any of its subsidiaries has transported, stored, used, manufactured, disposed of released or exposed its employees or others to Hazardous Materials in violation of any law, and (ii) neither Target nor any of its subsidiaries has disposed of; transported, sold, used, released, exposed its employees or others to or manufactured any product containing a Hazardous Material (collectively "**Hazardous Materials Activities**") in violation of any rule, regulation, treaty or statute promulgated by any Governmental Entity in effect prior to or as of the date hereof to prohibit, regulate or control Hazardous Materials or any Hazardous Material Activity.

(c) Permits. Target and its subsidiaries currently hold all environmental approvals, permits, licenses, clearances and consents (the "**Target Environmental Permits**") material to and necessary for the conduct of Target's and its subsidiaries' Hazardous Material Activities and other businesses of Target and its subsidiaries as such activities and businesses are currently being conducted.

2.14 Agreements, Contracts and Commitments. Except as otherwise set forth in the Target Disclosure Schedules, neither Target nor any of its subsidiaries is a party to or is bound by:

(a) any employment agreement, contract or commitment with any employee or member of Target's Board of Directors, other than those that are terminable by Target or any of its subsidiaries on no more than thirty days notice without liability or financial obligation, except to the extent general principles of wrongful termination law may limit Target's or any of its subsidiaries' ability to terminate employees at will, or any consulting agreement;

(b) any agreement or plan, including, without limitation, any stock option plan, stock appreciation right plan or stock purchase plan, any of the benefits of which will be increased, or the vesting of benefits of which will be accelerated, by the occurrence of any of the transactions contemplated by this Agreement or the value of any of the benefits of which will be calculated on the basis of any of the transactions contemplated by this Agreement;

(c) any agreement of indemnification outside the ordinary course of Target's business or any guaranty;

(d) any agreement, contract or commitment containing any covenant limiting in any respect the right of Target or any of its subsidiaries or a Joint Venture to engage in any line of business or to compete with any person or granting any exclusive distribution rights;

(e) any agreement, contract or commitment currently in force relating to the disposition or acquisition by Target or any of its subsidiaries or a Joint Venture after the date of this Agreement of a material amount of assets not in the ordinary course of business or pursuant to which Target has any material ownership interest in any corporation, partnership, joint venture or other business enterprise other than Target's subsidiaries or a Joint Venture;

(f) any licensing, distribution, sponsorship, advertising, merchant program, encoding services, hosting or other similar agreement to which Target or one of its subsidiaries or a Joint Venture is a party which may not be canceled by Target or its subsidiaries or a Joint Venture, as the case may be, without penalty in excess of $25,000 upon notice of 45 days or less or which provides for payments by or to Target or its subsidiaries or a Joint Venture in an amount in excess of $25,000 over the term of the agreement;

(g) any agreement, contract or commitment currently in force to provide source code to any third party for any product or technology; or

(h) any other agreement, contract or commitment currently in effect that is material to Target's business as presently conducted.

Neither Target nor any of its subsidiaries, nor to Target's knowledge any Joint Venture or any other party to a Target Contract (as defined below), is in breach, violation or default under, and neither Target nor any of its subsidiaries nor, to the knowledge of Target, any Joint Venture has received written notice (or to its knowledge, any other form of notice) that it has breached, violated or defaulted under, any of the material terms or conditions of any of the agreements, contracts or commitments to which Target or any of its subsidiaries or a Joint Venture is a party or by which it is bound that are required to be disclosed in the Target Disclosure Schedules pursuant to clauses (a) through (h) above or pursuant to Section 2.9 hereof (any such agreement, contract or commitment, a "**Target Contract**") in such a manner as would permit any other party to cancel or terminate any such Target Contract or seek damages or other remedies the effect of which would have a Material Adverse Effect on Target.

2.15 Affiliates. Set forth on the Target Disclosure Schedules is a list of those persons who may be deemed to be, in Target's reasonable judgment, affiliates of Target within the meaning of Rule 145 promulgated under the Securities Act (each a "**Target Affiliate**").

2.16 Statements; Proxy Statement/Prospectus. The information supplied by Target for inclusion in the Registration Statement (as defined in Section 3.3(b)) shall not at the time the Registration Statement is filed with the SEC and at the time it becomes effective under the Securities Act contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading. The information supplied by Target for inclusion in the proxy statement/prospectus to be sent to the stockholders of Target in connection with the meeting of Target's stockholders to consider the approval and adoption of this Agreement and the approval of the Merger (the "**Target Stockholders' Meeting**") (such proxy statement/prospectus as amended or supplemented is referred to herein as the "**Proxy Statement/Prospectus**") shall not, on the date the Proxy Statement/Prospectus is first mailed to Target's stockholders or at the time of the Target Stockholders' Meeting, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not false or misleading; or omit to state any material fact necessary to correct any statement in any earlier communication with respect to the solicitation of proxies for the Target Stockholders' Meeting which has become false or misleading. If at any time prior to the Effective Time any event relating to Target or any of its affiliates, officers or directors should be discovered by Target which is required to be set forth in an amendment to the Registration Statement or a supplement to the Proxy Statement/Prospectus, Target shall promptly inform Parent and provide the necessary information for inclusion in any such amendment or supplement. Notwithstanding the foregoing, Target makes no representation or warranty with respect to any information supplied by Parent or Merger Sub which is contained in any of the foregoing documents.

2.17 State Anti-Takeover Statutes. No "fair price," "business combination," "moratorium," "control share acquisition," "interested shareholder," "affiliated transaction" or other anti-takeover statute or similar statute or regulation enacted by any state, and no supermajority voting provision contained in the Company's Articles of Incorporation or Bylaws, apply to the Merger or the other transactions contemplated by this Agreement.

2.18 Board Approval. The Board of Directors of Target has, as of the date of this Agreement, unanimously (i) approved this Agreement and the transactions contemplated hereby, (ii) determined that the Merger is advisable and fair to, and in the best interests of Target and its stockholders and (iii) determined to recommend that the stockholders of Target approve and adopt this Agreement and approve the Merger.

2.19 Brokers', Finders' and Financial Advisory Fees. Except for fees payable to its financial advisor, which fees shall not exceed $125,000, Target has not incurred, nor will it incur, directly or indirectly, any liability for brokerage or finders' fees or agents' commissions or any similar charges in connection with this Agreement or any transaction contemplated hereby. A copy of the engagement letter between Target and its financial advisor has been previously provided to Parent or will be provided prior to the Effective Time.

2.20 Fairness Opinion. Target's Board of Directors has received an opinion from Janney Montgomery Scott LLC as of the date hereof, to the effect that, as of the date hereof, , the terms of the Merger are fair to the stockholders of Target from a financial point of view.

2.21 No Illegal or Improper Transactions. Neither Target nor any of its directors, officers, employees or Target Affiliates, has directly or indirectly used funds or other assets of Target or made any promise or undertaking in such regard, for: (a) illegal contributions, gifts, entertainment or other expenses relating to any political activity; (b) illegal payments to or for the benefit of governmental officials or employees, whether domestic or foreign, or violated any provision of the Foreign Corrupt Practices Act of 1977, as amended; (c) illegal payments to or for the benefit or any person, firm, corporation or other entity, or any director, officer, employee, agent or representative thereof; or (d) the establishment of a secret or unrecorded fund; and there have been no false or fictitious entries made in the books or records of Target with respect to the foregoing.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF PARENT AND MERGER SUB

Parent and Merger Sub represent and warrant to Target, subject to the exceptions specifically disclosed in writing in the Disclosure Schedules delivered by Parent to Target dated as of the date hereof referencing the representations and warranties in this Agreement by Section number and certified by a duly authorized officer of Parent (the "**Parent Disclosure Schedules**"), as follows:

3.1 Organization of Parent and Merger Sub.

(a) Each of Parent and Merger Sub (i) is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized; (ii) has the corporate or other power and authority to own, lease and operate its assets and property and to carry on its business as now being conducted; and (iii) except as would not be material to Parent, is duly qualified or licensed to do business in each jurisdiction where the character of the properties owned, leased or operated by it or the nature of its activities makes such qualification or licensing necessary.

(b) Parent has delivered or made available to Target a true and correct copy of the Certificate of Incorporation and Bylaws of Parent, each as amended to date, and each such instrument is in full force and effect. Neither Parent nor any of its subsidiaries is in violation of any of the provisions of its Certificate of Incorporation or Bylaws or equivalent governing instruments.

3.2 Parent and Merger Sub Capital Structure. The authorized capital stock of Parent consists of 250,000,000 shares of Parent Common Stock, of which there were 86,707,052 shares issued and outstanding as of November 14, 2000, and 15,000,000 shares of Preferred Stock, none of which are issued and outstanding. All outstanding shares of Parent Common Stock are duly authorized, validly issued, fully paid and nonassessable and are not subject to preemptive rights created by statute, the Certificate of Incorporation or Bylaws of Parent or any agreement or document to which Parent is a party or by which it is bound. The authorized capital stock of Merger Sub consists of 1,000 shares of Common Stock, $0.0001 par value, all of which, as of the date hereof, are issued and outstanding and are held by Parent. Merger Sub was formed for the purpose of consummating the Merger and has no material assets or liabilities except as necessary for such purpose.

3.3 Authority.

(a) Each of Parent and Merger Sub has all requisite corporate power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of Parent and Merger Sub, subject only to the filing of the Articles of Merger pursuant to Florida Law. This Agreement has been duly executed and delivered by each of Parent and Merger Sub and, assuming the due authorization, execution and delivery by Target, constitutes the valid and binding obligation of Parent and Merger Sub, enforceable against Parent and Merger Sub in accordance with its terms, except as enforceability may be limited by bankruptcy and other similar laws and general principles of equity. The execution and delivery of this Agreement by each of Parent and Merger Sub does not, and the performance of this Agreement by each of Parent and Merger Sub will not: (i) conflict with or violate the Certificate of Incorporation or Bylaws of Parent or the Articles of Incorporation or Bylaws of Merger Sub, (ii) conflict with or violate any law, rule, regulation, order, judgment or decree applicable to Parent or Merger Sub or by which any of their respective properties is bound or affected, or (iii) result in any material breach of or constitute a material default (or an event that with notice or lapse of time or both would become a material default) under, or impair Parent's rights or alter the rights or obligations of any third party under, or give to others any rights of termination, amendment, acceleration or cancellation of; or result in the creation of a material lien or encumbrance on any of the material properties or assets of Parent or Merger Sub pursuant to, any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation, in each case that is material to Parent, to which Parent or Merger Sub is a party or by which Parent or Merger Sub or any of their respective properties are bound or affected.

(b) No consent, approval, order or authorization of, or registration, declaration or filing with, any Governmental Entity is required to be obtained or made by Parent or Merger Sub in connection with the execution and delivery of this Agreement or the consummation of the Merger, except for (i) the filing of a Form S-4 (or any similar successor form thereto)

Registration Statement (the "**Registration Statement**") with the SEC in accordance with the Securities Act, (ii) the filing of the Articles of Merger with the Secretary of State of the State of Florida, (iii) such consents, approvals, orders, authorizations, registrations, declarations and filings as may be required under applicable federal, foreign and state securities (or related) laws and the HSR Act, and (iv) such other consents, authorizations, filings, approvals and registrations which if not obtained or made would not be material to Parent or have a material adverse effect on the ability of the parties hereto to consummate the Merger.

3.4 SEC Filings; Parent Financial Statements.

(a) Parent has filed all forms, reports and documents required to be filed by Parent with the SEC since February 29, 2000, and has made available to Target such forms, reports and documents in the form filed with the SEC. All such required forms, reports and documents (including those that Parent may file subsequent to the date hereof) are referred to herein as the "**Parent SEC Reports**." As of their respective dates, the Parent SEC Reports (i) were prepared in accordance with the requirements of the Securities Act or the Exchange Act, as the case may be, and the rules and regulations of the SEC thereunder applicable to such Parent SEC Reports, and (ii) did not at the time they were filed (or if amended or superseded by a filing prior to the date of this Agreement, then on the date of such filing) contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. None of Parent's subsidiaries is required to file any forms, reports or other documents with the SEC.

(b) Each of the consolidated financial statements (including, in each case, any related notes thereto) contained in the Parent SEC Reports (the "**Parent Financials**"), including any Parent SEC Reports filed after the date hereof until the Closing, (i) complied as to form in all material respects with the published rules and regulations of the SEC with respect thereto, (ii) was prepared in accordance with GAAP applied on a consistent basis throughout the periods involved (except as may be indicated in the notes thereto or, in the case of unaudited interim financial statements, as may be permitted by the SEC on Form 10-Q under the Exchange Act) and (iii) fairly presented the consolidated financial position of Parent and its subsidiaries as at the respective dates thereof and the consolidated results of Parent's operations and cash flows for the periods indicated, except that the unaudited interim financial statements may not contain footnotes and were or are subject to normal and recurring year-end adjustments.

(c) Parent has heretofore furnished to Target a complete and correct copy of any amendments or modifications, which have not yet been filed with the SEC but which are required to be filed, to agreements, documents or other instruments which previously had been filed by Parent with the SEC pursuant to the Securities Act or the Exchange Act.

3.5 Valid Issuance. The Parent Common Stock to be issued in the Merger, when issued in accordance with the provisions of this Agreement, will be validly issued, fully paid and nonassessable.

3.6 Proxy Statement/Prospectus. The information supplied by Parent for inclusion in the Registration Statement shall not at the time the Registration Statement is filed with the SEC and at the time it becomes effective under the Securities Act, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading. The information supplied by Parent for inclusion in the Proxy Statement/Prospectus shall not, on the date the Proxy Statement/Prospectus is first mailed to Target's stockholders or at the time of the Target Stockholders' Meeting contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not false or misleading, or omit to state any material fact necessary to correct any statement in any earlier communication with respect to the solicitation of proxies for the Target Stockholders' Meeting which has become false or misleading. If at any time prior to the Effective Time, any event relating to Parent or any of its affiliates, officers or directors should be discovered by Parent which is required to be set forth in an amendment to the Registration Statement or a supplement to the Proxy Statement/Prospectus, Parent shall promptly inform Target and provide the necessary information for inclusion in any such amendment or supplement. Notwithstanding the foregoing, Parent makes no representation or warranty with respect to any information supplied by Target which is contained in any of the foregoing documents.

3.7 **Litigation**. There are no claims, suits, actions or proceedings pending or, to the knowledge of Parent, threatened against, relating to or affecting Parent or any of its subsidiaries or any joint venture of Parent, before any Governmental Entity or any arbitrator that seek to restrain or enjoin the consummation of the transactions contemplated by this Agreement or which could reasonably be expected, either singularly or in the aggregate with all such claims, actions or proceedings, to have a Material Adverse Effect on Parent or the Surviving Corporation following the Merger or have a material adverse effect on the ability of the parties hereto to consummate the Merger. No Governmental Entity has at any time challenged or questioned in a writing delivered to Parent the legal right of Parent to design, offer or sell any of its services or products in the present manner or style thereof.

ARTICLE IV
CONDUCT PRIOR TO THE EFFECTIVE TIME

4.1 Conduct of Business by Target. During the period from the date of this Agreement and continuing until the earlier of the termination of this Agreement pursuant to its terms or the Effective Time, Target and each of its subsidiaries shall, except to the extent that Parent shall otherwise consent in writing, carry on its business in the usual, regular and ordinary course, in substantially the same manner as heretofore conducted and in compliance in all material respects with all applicable laws and regulations, pay its debts and taxes when due subject to good faith disputes over such debts or taxes, pay or perform other material obligations when due, and use its commercially reasonable efforts consistent with past practices and policies to (i) preserve intact its present business organization, (ii) keep available the services of its present officers and employees and (iii) preserve its relationships with customers, suppliers, licensors, licensees, and others with which it has business dealings.

In addition, except as permitted by the terms of this Agreement, without the prior written consent of Parent, during the period from the date of this Agreement and continuing until the earlier of the termination of this Agreement pursuant to its terms or the Effective Time, Target shall not do any of the following and shall not permit its subsidiaries or any Joint Venture to do any of the following:

(a) Waive any stock repurchase rights, accelerate, amend or change the period of exercisability of options or restricted stock, or reprice options granted under any employee, consultant, director or other stock plans or authorize cash payments in exchange for any options granted under any of such plans, or permit the payment of the exercise price of any options to be paid by any means other than cash, check or wire transfer of immediately available funds;

(b) Grant any severance or termination pay to any officer or employee except pursuant to written agreements in effect, or policies existing, on the date hereof and as previously disclosed in writing to Parent, or adopt any new severance plan;

(c) Transfer or license to any person or entity or otherwise extend, amend or modify in any material respect any rights to the Target Intellectual Property, other than non-exclusive licenses in the ordinary course of business and consistent with past practice;

(d) Declare, set aside or pay any dividends on or make any other distributions (whether in cash, stock, equity securities or property) in respect of any capital stock or split, combine or reclassify any capital stock or issue or authorize the issuance of any other securities in respect of, in lieu of or in substitution for any capital stock;

(e) Purchase, redeem or otherwise acquire, directly or indirectly, any shares of capital stock of Target or its subsidiaries, except repurchases of unvested shares at cost in connection with the termination of the employment relationship with any employee pursuant to stock option or purchase agreements in effect on the date hereof;

(f) Issue, deliver, sell, authorize, pledge or otherwise encumber any shares of capital stock or any securities convertible into shares of capital stock, or subscriptions, rights, warrants or options to acquire any shares of capital stock or any securities convertible into shares of capital stock, or enter into other agreements or commitments of any character obligating it to issue any such shares or convertible securities, other than (i) the issuance delivery and/or sale of shares of Target Common Stock pursuant to the exercise of stock options or warrants outstanding on November 15, 2000; and (ii) the issuance of options to purchase up to 200,000 shares of Target Common Stock, with options to purchase no more than 25,000 of such shares to be granted to any one person, pursuant to Target's 1999 Employee Incentive Compensation Plan;

(g) Cause, permit or propose any amendments to its Certificate of Incorporation, Bylaws or other charter documents (or similar governing instruments of any of its subsidiaries);

(h) Acquire or agree to acquire by merging or consolidating with, or by purchasing any equity interest in or a portion of the assets of, or by any other manner, any business or any corporation, partnership, association or other business organization or division thereof; or otherwise acquire or agree to acquire any assets which are material, individually or in the aggregate, to the business of Target or enter into any joint ventures, strategic partnerships or alliances;

(i) Sell, lease, license, encumber or otherwise dispose of any properties or assets which are material, individually or in the aggregate, to the business of Target; provided, however, that Target may accept and execute an assignment of lease from H.T.E., Inc., a Florida corporation ("**H.T.E.**"), relative to the property used and currently occupied by Target in Orange County, Florida;

(j) Incur any indebtedness for borrowed money or guarantee any such indebtedness of another person, issue or sell any debt securities or options, warrants, calls or other rights to acquire any debt securities of Target, enter into any "keep well" or other agreement to maintain any financial statement condition or enter into any arrangement having the economic effect of any of the foregoing other than (i) in connection with the financing of ordinary course trade payables consistent with past practice or (ii) pursuant to existing credit facilities in the ordinary course of business;

(k) Adopt or amend any employee benefit plan or employee stock purchase or employee stock option plan, or enter into any employment contract or collective bargaining agreement (other than offer letters and letter agreements entered into in the ordinary course of business consistent with past practice with employees who are terminable "at will"), pay any special bonus or special remuneration to any director or employee, or increase the salaries or wage rates or fringe benefits (including rights to severance or indemnification) of its directors, officers, employees or consultants other than in the ordinary course of business, consistent with past practice;

(l) Modify, amend or terminate any material contract or agreement to which Target or any subsidiary thereof is a party, including any joint venture agreement, or waive, release or assign any material rights or claims thereunder;

(m) Enter into any licensing, distribution, sponsorship, advertising, merchant program, encoding services, hosting or other similar contracts, agreements, or obligations which may not be canceled without penalty by Target or its subsidiaries upon notice of 45 days or less or which provide for payments by or to Target or its subsidiaries in an amount in excess of $25,000 over the term of the Agreement or which involve any exclusive terms of any kind;

(n) Revalue any of its assets or, except as required by GAAP, make any change in accounting methods, principles or practices;

(o) Fail to make in a timely manner any filings with the SEC required under the Securities Act or the Exchange Act or the rules and regulations promulgated thereunder;

(p) Engage in any action with the intent to directly or indirectly adversely impact any of the transactions contemplated by this Agreement; or

(q) Agree in writing or otherwise to take any of the actions described in Section 4.1 (a) through (p) above.

4.2 Conduct of Business by Parent. During the period from the date of this Agreement and continuing until the earlier of the termination of this Agreement pursuant to its terms or the Effective Time, without the prior written consent of Target, Parent shall not do any of the following and shall not permit its subsidiaries to do any of the following: cause, permit or propose any amendments to its Certificate of Incorporation or Bylaws or other charter documents (or similar governing instruments of any of its subsidiaries) in a manner that would have an adverse impact on Target's stockholders.

ARTICLE V
ADDITIONAL AGREEMENTS

5.1 Proxy Statement/Prospectus; Registration Statement; Other Filings. As promptly as practicable after the execution of this Agreement, Target and Parent will prepare, and file with the SEC, the Proxy Statement/Prospectus and Parent will prepare and file with the SEC the Registration Statement in which the Proxy Statement/Prospectus will be included as a prospectus. Each of Target and Parent will respond to any comments of the SEC, will use its respective commercially reasonable efforts to have the Registration Statement declared effective under the Securities Act as promptly as practicable after such filing and Target will cause the Proxy Statement/Prospectus to be mailed to its stockholders at the earliest practicable time after the Registration Statement is declared effective by the SEC. As promptly as practicable after the date of this Agreement, each of Target and Parent will prepare and file any other filings required to be filed by it under the Exchange Act, the Securities Act or any other Federal, foreign or Blue Sky or related laws relating to the Merger and the transactions contemplated by this Agreement (the "**Other Filings**"). Each of Target and Parent will notify the other promptly upon the receipt of any comments from the SEC or its staff or any other government officials and of any request by the SEC or its staff or any other government officials for amendments or supplements to the Registration Statement, the Proxy Statement/Prospectus or any Other Filing or for additional information and will supply the other with copies of all correspondence between such party or any of its representatives, on the one hand, and the SEC or its staff or any other government officials, on the other hand, with respect to the Registration Statement, the Proxy Statement/Prospectus, the Merger or any Other Filing. Each of Target and Parent will cause all documents that it is responsible for filing with the SEC or other regulatory authorities under this Section 5.1(a) to comply in all material respects with all applicable requirements of law and the rules and regulations promulgated thereunder. Whenever any event occurs which is required to be set forth in an amendment or supplement to the Proxy Statement/Prospectus, the Registration Statement or any Other Filing, Target or Parent, as the case may be, will promptly inform the other of such occurrence and cooperate in filing with the SEC or its staff or any other government officials, and/or mailing to stockholders of Target, such amendment or supplement.

5.2 Meeting of Target Stockholders.

(a) Promptly after the date hereof, Target will take all action necessary in accordance with Florida Law and its Articles of Incorporation and Bylaws to convene the Target Stockholders' Meeting to be held as promptly as practicable after the declaration of effectiveness of the Registration Statement for the purpose of voting upon this Agreement and the Merger. Target will use its commercially reasonable efforts to solicit from its stockholders proxies in favor of the adoption and approval of this Agreement and the approval of the Merger and will take all other action necessary or advisable to secure the vote or consent of its stockholders required by the rules of the NASD or Florida Law to obtain such approvals. Notwithstanding anything to the contrary contained in this Agreement, Target may adjourn or postpone Target Stockholders' Meeting to the extent necessary to ensure that any necessary supplement or amendment to the Proxy Statement/Prospectus is provided to Target's stockholders in advance of a vote on the Merger and this Agreement or, if as of the time for which Target Stockholders' Meeting is originally scheduled (as set forth in the Proxy Statement/Prospectus) there are insufficient shares of Target Stock represented (either in person or by proxy) to constitute a quorum necessary to conduct the business of the Target's Stockholders' Meeting. Target shall ensure that the Target Stockholders' Meeting is called, noticed, convened, held and conducted, and subject to Section 5.2(c) that all proxies solicited by Target in connection with the Target Stockholders' Meeting are solicited, in compliance with Florida Law, its Articles of Incorporation and Bylaws, the rules of the NASD and all other applicable legal requirements. Target's obligation to call, give notice of, convene and hold the Target Stockholders' Meeting in accordance with this Section 5.2(a) shall not be limited to or otherwise affected by the commencement, disclosure, announcement or submission to Target of any Acquisition Proposal (as defined in Section 5.4(a)), or by any withdrawal, amendment or modification of the recommendation of the Board of Directors of Target with respect to the Merger.

(b) Subject to Section 5.2(c): (i) the Board of Directors of Target shall recommend that Target's stockholders vote in favor of and adopt and approve this Agreement and the Merger at the Target Stockholders' Meeting; (ii) the Proxy Statement/Prospectus shall include a statement to the effect that the Board of Directors of Target has recommended that Target's stockholders vote in favor of and adopt and approve this Agreement and the Merger at the Target Stockholders' Meeting; and (iii) neither the Board of Directors of Target nor any committee thereof shall withdraw, amend or modify, or propose or resolve to withdraw, amend or modify in a manner adverse to Parent, the recommendation of the Board of Directors of Target that Target's stockholders vote in favor of and adopt and approve this Agreement and the Merger.

(c) Nothing in this Agreement shall prevent the Board of Directors of Target from withholding, withdrawing, amending or modifying its recommendation in favor of the Merger if (i) a Superior Offer (as defined below), or an offer reasonably believed by the Board of Directors of Target to be a Superior Offer, is made to Target and is not withdrawn, (ii) neither Target nor any of its representatives shall have violated any of the restrictions set forth in Section 5.4, and (iii) the Board of Directors of Target or any committee thereof concludes in good faith, after consultation with its outside counsel, that, in light of such Superior Offer, the withholding, withdrawal, amendment or modification of such recommendation is required in order for the Board of Directors of Target or any committee thereof to comply with its fiduciary obligations to Target's stockholders under Florida Law. Nothing contained in this Section 5.2(c) shall limit Target's obligation to hold and convene the Target Stockholders' Meeting (regardless of whether the recommendation of the Board of Directors of Target shall have been withdrawn, amended or modified). For purposes of this Agreement, the term "**Superior Offer**" shall mean an unsolicited, bona fide written offer made by a third party to consummate any of the following transactions: (i) a merger, consolidation, business combination, recapitalization, liquidation, dissolution or similar transaction involving Target pursuant to which the stockholders of Target immediately preceding such transaction hold less than 50% of the equity interest in the surviving or resulting entity of such transaction; (ii) a sale or other disposition by Target of assets representing in excess of 50% of the fair market value of Target's business immediately prior to such sale, or (iii) the acquisition by any person or group (including by way of a tender offer or an exchange offer or issuance by Target), directly or indirectly, of beneficial ownership or a right to acquire beneficial ownership of shares representing in excess of 50% of the voting power of the then outstanding shares of capital stock of Target, in each case on terms that the Board of Directors of Target determines, in its reasonable judgment (based upon a written opinion of an investment bank of nationally recognized reputation) to be more favorable to Target stockholders than the terms of the Merger (after taking into account all relevant factors, including all conditions to the offer, the timing of the transaction contemplated by the offer, the risk of nonconsummation thereof and the need for any required governmental or other consents, filings or approvals); provided, however, that any such offer shall not be deemed to be a "Superior Offer" if any financing required to consummate the transaction contemplated by such offer is not committed and is not likely in the reasonable judgment of Target's Board of Directors to be obtained by such third party on a timely basis.

5.3 Confidentiality; Access to Information.

(a) The parties acknowledge that Target and Parent have previously executed a Mutual Nondisclosure Agreement dated October 30, 2000 and a letter agreement dated November 3, 2000 (such agreements collectively, the "**Confidentiality Agreements**"), which Confidentiality Agreements will continue in full force and effect (for the period of time therein specified) in accordance with their terms.

(b) Target will afford Parent and its representatives reasonable access to information concerning Target's business that Parent may reasonably request in order to permit, and solely for the purpose of permitting, Parent to confirm the accuracy of the representations and warranties made by Target in Article II. Parent will afford Target and its representatives reasonable access to information concerning Parent's business that Target may reasonably request in order to permit, and solely for the purpose of permitting, Target to confirm the accuracy of the representations and warranties made by Parent in Article III. All information and knowledge learned pursuant to this Section 5.3(b) shall be subject to the Confidentiality Agreements. No information or knowledge obtained by Parent or Target in any investigation pursuant to this Section 5.3 will affect or be deemed to modify any representation or warranty contained herein or the conditions to the obligations of the parties to consummate the Merger.

5.4 No Solicitation.

(a) From and after the date of this Agreement until the Effective Time or termination of this Agreement pursuant to Article VII, Target and its subsidiaries will not, nor will they authorize or permit any of their respective officers, directors, affiliates or employees or any investment banker, attorney or other advisor or representative retained by any of them to, directly or indirectly, (i) solicit, initiate, encourage or induce the making, submission or announcement of any Acquisition Proposal, (ii) participate in any discussions or negotiations regarding, or furnish to any person any non-public information with respect to, or take any other action to facilitate any inquiries or the making of any proposal that constitutes or may reasonably be expected to lead to, any Acquisition Proposal, (iii) engage in discussions with any person with respect to any Acquisition Proposal, except as to the existence of these provisions, (iv) subject to Section 5.2(c), approve, endorse or recommend any Acquisition Proposal or (v) enter into any letter of intent or similar document or any contract, agreement or commitment contemplating or otherwise relating to any Acquisition Transaction; provided, however, that prior to the approval of this Agreement by the required Target stockholder vote, this Section 5.4(a) shall not prohibit Target from furnishing nonpublic information regarding Target and its subsidiaries to, entering into a confidentiality agreement with or entering into discussions with, any person or group in response to a Superior Offer submitted by such person or group (and not withdrawn) if (1) neither Target nor any representative of Target and its subsidiaries shall have violated any of the restrictions set forth in this Section 5.4, (2) the Board of Directors of Target concludes in good faith, after consultation with its outside legal counsel, that such action is required in order for the Board of Directors of Target to comply with its fiduciary obligations to Target's stockholders under Florida Law, (3) prior to furnishing any such nonpublic information to, or entering into discussions with, such person or group, Target gives Parent written notice of the identity of such person or group and of Target's intention to furnish nonpublic information to, or enter into discussions with, such person or group and Target receives from such person or group an executed confidentiality agreement containing customary limitations on the use and disclosure of all nonpublic written and oral information furnished to such person or group by or on behalf of Target, and (4) contemporaneously with furnishing any such nonpublic information to such person or group, Target furnishes such nonpublic information to Parent (to the extent such nonpublic information has not been previously furnished by Target to Parent); provided, further, that nothing herein shall prevent the Board of Directors of Target from taking, and disclosing to Target's stockholders, a position contemplated by Rules 14d-9 and 14e-2 promulgated under the Exchange Act. Target and its subsidiaries will, and will cause their respective officers, directors, affiliates, employees, investment bankers, attorneys and other advisors and representatives to, immediately cease any and all existing activities, discussions or negotiations with any parties conducted heretofore with respect to any Acquisition Proposal. Without limiting the foregoing, it is understood that any violation of the restrictions set forth in the preceding two sentences by any officer, director or employee of Target or any of its subsidiaries or any investment banker, attorney or other advisor or representative of Target or any of its subsidiaries shall be deemed to be a breach of this Section 5.4 by Target. In addition to the foregoing, Target shall (i) provide Parent with at least twenty-four (24) hours prior notice of any meeting of Target's Board of Directors at which Target's Board of Directors is reasonably expected to consider a Superior

Proposal, (ii) provide Parent with at least two (2) business days or forty-eight (48) hours prior written notice of a meeting of Target's Board of Directors at which Target's Board of Directors is reasonably expected to recommend a Superior Offer to its stockholders and together with such notice a copy of the documentation relating to such Superior Offer that exists at such time and (iii) provide Parent with reasonable notice of the material terms of the Superior Offer and reasonable opportunity to make a counter-offer prior to any commitment by Target with respect to the Superior Offer.

For purposes of this Agreement, "**Acquisition Proposal**" shall mean any bona fide offer or proposal (other than an offer or proposal by Parent) relating to any Acquisition Transaction. For the purposes of this Agreement, "**Acquisition Transaction**" shall mean any transaction or series of related transactions other than the transactions contemplated by this Agreement involving: (A) any acquisition or purchase from Target by any person or "group" (as defined under Section 13(d) of the Exchange Act and the rules and regulations thereunder) of more than a 30% interest in the total outstanding voting securities of Target or any of its subsidiaries or any tender offer or exchange offer that if consummated would result in any person or "group" (as defined under Section 13(d) of the Exchange Act and the rules and regulations thereunder) beneficially owning 30% or more of the total outstanding voting securities of Target or any of its subsidiaries; (B) any merger, consolidation, business combination or similar transaction involving Target; (C) any sale, lease (other than in the ordinary course of business), exchange, transfer, license (other than in the ordinary course of business), acquisition or disposition of more than 50% of the assets of Target; or (D) any liquidation or dissolution of Target.

(b) In addition to the obligations of Target set forth in paragraph (a) of this Section 5.4, Target as promptly as practicable shall advise Parent orally and in writing of any request for non-public information which Target reasonably believes would lead to an Acquisition Proposal or of any Acquisition Proposal, or any inquiry with respect to or which Target reasonably should believe would lead to any Acquisition Proposal, the material terms and conditions of such Acquisition Proposal (to the extent known), and the identity of the person or group making any such request, Acquisition Proposal or inquiry. Target will keep Parent informed in all material respects of any material amendments or proposed amendments to any such Acquisition Proposal or any requests for additional information or additional inquiries regarding additional information.

5.5 Public Disclosure. Parent and Target will consult with each other, and to the extent practicable, agree, before issuing any press release or otherwise making any public statement with respect to the Merger, this Agreement or an Acquisition Proposal and will not issue any such press release or make any such public statement prior to such consultation, except as may be required by law or any listing agreement with a national securities exchange. The parties have agreed to the text of the joint press release announcing the execution of this Agreement.

5.6 Reasonable Efforts; Notification.

(a) Upon the terms and subject to the conditions set forth in this Agreement, each of the parties agrees to use its commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other parties in doing, all things necessary, proper or advisable to consummate and make effective, in the most expeditious manner practicable, the Merger and the other transactions contemplated by this Agreement, including using commercially reasonable efforts to accomplish the following: (i) the taking of all reasonable acts necessary to cause the conditions precedent set forth in Article VI to be satisfied, (ii) the obtaining of all necessary actions or nonactions, waivers, consents, approvals, orders and authorizations from Governmental Entities and the making of all necessary registrations, declarations and filings (including registrations, declarations and filings with Governmental Entities, if any) and the taking of all reasonable steps as may be necessary to avoid any suit, claim, action, investigation or proceeding by any Governmental Entity, (iii) the obtaining of all necessary consents, approvals or waivers from third parties, (iv) the defending of any suits, claims, actions, investigations or proceedings, whether judicial or administrative, challenging this Agreement or the consummation of the transactions contemplated hereby, including seeking to have any stay or temporary restraining order entered by any court or other Governmental Entity vacated or reversed, and (v) the execution or delivery of any additional instruments necessary to consummate the transactions contemplated by, and to fully carry out the purposes of, this Agreement. In connection with and without limiting the foregoing, Target and its Board of Directors shall, if any state takeover statute or similar statute or regulation is or becomes applicable to the Merger, this Agreement or any of the transactions contemplated by this Agreement, use all reasonable efforts to ensure that the Merger and the other transactions contemplated by this Agreement may be consummated as promptly as practicable on the terms contemplated by this Agreement and otherwise to minimize the effect of such statute or regulation on the Merger, this Agreement and the transactions contemplated hereby. Notwithstanding anything herein to the contrary, nothing in this Agreement shall be deemed to require Parent or any of its affiliates to make proposals, execute or carry out agreements or submit to orders providing for the sale or other disposition or holding separate (through the establishment of a trust or otherwise) of any assets or categories of assets of Parent, any of its affiliates or Target or the holding separate of the shares of Target Stock or imposing or seeking to impose any limitation on the ability of Parent or any of its subsidiaries or affiliates to conduct their business or own such assets or to acquire, hold or exercise full rights of ownership of the shares of Target Stock.

(b) Target shall give prompt notice to Parent of any representation or warranty made by it contained in this Agreement becoming untrue or inaccurate, or any failure of Target to comply with or satisfy in any material respect any covenant, condition or agreement to be complied with or satisfied by it under this Agreement, in each case, such that the conditions set forth in Section 6.3(a) or 6.3(b) would not be satisfied; provided, however, that no such notification shall affect the representations, warranties, covenants or agreements of the parties or the conditions to the obligations of the parties under this Agreement.

(c) Parent shall give prompt notice to Target of any representation or warranty made by it or Merger Sub contained in this Agreement becoming untrue or inaccurate, or any failure of Parent or Merger Sub to comply with or satisfy in any material respect any covenant, condition or agreement to be complied with or satisfied by it under this Agreement, in each case, such that the conditions set forth in Section 6.2(a) or 6.2(b) would not be satisfied; provided, however, that no such notification shall affect the representations, warranties, covenants or agreements of the parties or the conditions to the obligations of the parties under this Agreement.

5.7 Third Party Consents. As soon as practicable following the date hereof, Parent and Target will each use its commercially reasonable efforts to obtain any consents, waivers and approvals under any of its or its subsidiaries' respective agreements, contracts, licenses or leases required to be obtained in connection with the consummation of the transactions contemplated hereby.

5.8 Stock Options, Warrants and Restricted Stock.

(a) At the Effective Time, each outstanding Target Option under Target's 1999 Employee Incentive Compensation Plan, whether or not exercisable, will be assumed by Parent. Each Target Option assumed by Parent under this Agreement will continue to have, and be subject to, the same terms and conditions set forth in Target's 1999 Employee Incentive Compensation Plan immediately prior to the Effective Time (including, without limitation, any repurchase rights or vesting provisions), except that (i) each Target Option will be exercisable (or will become exercisable in accordance with its terms) for that number of whole shares of Parent Common Stock equal to the product of the number of shares of Target Common Stock that were issuable upon exercise of such Target Option immediately prior to the Effective Time multiplied by the Exchange Ratio, rounded down to the nearest whole number of shares of Parent Common Stock and (ii) the per share exercise price for the shares of Parent Common Stock issuable upon exercise of such assumed Target Option will be equal to the quotient determined by dividing the exercise price per share of Target Common Stock at which such Target Option was exercisable immediately prior to the Effective Time by the Exchange Ratio, rounded up to the nearest whole cent.

(b) It is intended that Target Options assumed by Parent shall qualify following the Effective Time as "incentive stock options" as defined in Section 422 of the Code to the extent Target Stock Options qualified as incentive stock options immediately prior to the Effective Time and the provisions of this Section 5.8 shall be applied consistent with such intent.

(c) Parent agrees to file a registration statement on Form S-8 for the shares of Parent Common Stock issuable with respect to assumed Target Stock Options as soon as is reasonably practicable after the Effective Time, and in any event within forty-five (45) days after the Effective Time, and shall use commercially reasonable efforts to maintain the effectiveness of such registration statement thereafter for so long as any of such options or other rights remain outstanding.

(d) Each Target Warrant that by its terms survives the Merger, to the extent outstanding at the Effective Time, whether or not exercisable and whether or not vested at the Effective Time, shall remain outstanding at the Effective Time. At the Effective Time, such Target Warrants shall, by virtue of the Merger and without any further action on the part of Target or the holder of any of such Target Warrants (unless further action may be required by the terms of any of such Target Warrants), be assumed by Parent and each Target Warrant assumed by Parent shall be exercisable upon the same terms and conditions as under the applicable warrant agreements with respect to such Target Warrants, except that (i) each such Target Warrant shall be exercisable for that whole number of shares of Parent Common Stock (rounded down to the nearest whole share) into which the number of shares of Target Common Stock subject to such Target Warrant would be converted under Section 1.6(a), and (ii) the exercise price per share of Parent Common Stock shall be an amount equal to the exercise price per share of Target Common Stock subject to such Target Warrant in effect immediately prior to the Effective Time divided by the Exchange Ratio (the exercise price per share, so determined, being rounded to the nearest full cent). From and after the Effective Time, all references to Target in the warrant agreements underlying such Target Warrants shall be deemed to refer to Parent. Parent further agrees that, notwithstanding any other term of this Section 5.8(d) to the contrary, if required under the terms of Target Warrants or if otherwise appropriate under the terms of Target Warrants, it will execute a supplemental agreement with the holders of Target Warrants to effectuate the foregoing. No payment shall be made for fractional shares. Parent shall (A) on or prior to the Effective Time, reserve for issuance the number of shares of Parent Common Stock that will become subject to warrants to purchase Parent Common Stock ("**Parent Warrants**") pursuant to this Section 5.8(d), and (B) from and after the Effective Time, upon exercise of the Parent Warrants in accordance with the terms thereof, make available for issuance all shares of Parent Common Stock covered thereby.

(e) Shares of Target Stock that are subject to repurchase by Target in the event a Target employee ceases to be employed by Target ("**Target Restricted Stock**") shall be converted into the right to receive Parent Common Stock on the same basis as provided in Section 1.6. Shares of Target Restricted Stock shall be replaced with shares of Parent Common Stock, subject to the same restrictions as the original Target Restricted Stock. Such replacement shares of Parent Common Stock shall be issued to and registered in the name of the holder, but shall be held by Parent pending satisfaction of the applicable vesting schedules pursuant to existing agreements in effect at the Effective Time. Target hereby assigns to the Surviving Corporation all repurchase rights relating to the Target Restricted Stock, effective at the Effective Time. A listing of the holders of Target Restricted Stock, together with the number of shares of Target Restricted Stock held by each, is set forth on Schedule 5.8(e) of the Target Disclosure Schedules.

5.9 Certain Employee Benefit Matters. Target shall take all necessary action to cause any 401(k) plan sponsored or maintained by Target to be terminated at least one day prior to the Closing Date.

5.10 Indemnification.

(a) From and after the Effective Time, Parent will cause the Surviving Corporation to fulfill and honor in all respects the obligations of Target pursuant to any indemnification agreements between Target and its directors and officers as of the Effective Time (the "**Indemnified Parties**") and any indemnification provisions under Target's Articles of Incorporation or Bylaws as in effect on the date hereof. The Articles of Incorporation and

Bylaws of the Surviving Corporation will contain provisions with respect to exculpation and indemnification that are at least as favorable to the Indemnified Parties as those contained in the Articles of Incorporation and Bylaws of Target as in effect on the date hereof, which provisions will not be amended, repealed or otherwise modified for a period of six years from the Effective Time in any manner that would adversely affect the rights thereunder of individuals who, immediately prior to the Effective Time, were directors, officers, employees or agents of Target, unless such modification is required by law.

(b) For a period of three years after the Effective Time, Parent shall cause the Surviving Corporation to maintain in effect, if available, directors' and officers' liability insurance covering those persons who are currently covered by Target's directors' and officers' liability insurance policy on terms comparable to those applicable to the current directors and officers of Target; provided, however, that in no event will Parent or the Surviving Corporation be required to expend in excess of 125% of the annual premium currently paid by Target for such coverage (or such coverage as is available for such 125% of such annual premium).

(c) This Section 5.10 shall survive the consummation of the Merger, is intended to benefit Target, the Surviving Corporation and each indemnified party, shall be binding on all successors and assigns of the Surviving Corporation and Parent, and shall be enforceable by the indemnified parties.

5.11 Legends. Parent will be entitled to place appropriate legends on the certificates evidencing any Parent Common Stock to be received by a Target Affiliate pursuant to the terms of this Agreement and to issue appropriate stop transfer instructions to the transfer agent for the Parent Common Stock.

5.12 Letter of Target's Accountants. Target shall use its reasonable efforts to cause to be delivered to Parent, and Parent shall use its reasonable efforts to cause to be delivered Target, "cold comfort" letters of the kind contemplated by the Statement of Auditing Standards with respect to Letters to Underwriters promulgated by the American Institute of Certified Public Accountants (the "**AICPA Statement**") from their respective independent accountants, one dated the date on which the Registration Statement shall become effective and one dated as of the date the Effective Time occurs, each addressed to the other party, in form and substance reasonably satisfactory to the other party and customary in scope and substance for comfort letters delivered by independent public accountants in connection with registration statements similar to the Registration Statement; provided that the other party provides to the accountant of the party causing the cold comfort letter to be issued a letter with the information required by the AICPA Statement.

5.13 Bridge Financing.

(a) On the dates set forth below, Parent shall lend Target the amounts set forth below:

Funding Date	**Funding Amount**	**Aggregate Funding**	**Fully-Diluted Percentage**

		Amount	
December 1, 2000	US$2,000,000	US$2,000,000	15%
January 1, 2001	US$1,000,000	US$3,000,000	4%
February 1, 2001	US$1,000,000	US$4,000,000	4%
March 1, 2001	US$1,000,000	US$5,000,000	2%

(b) Each loan made by Parent to Target pursuant to this Section 5.13 shall be on the terms and conditions contained in the form of Convertible Promissory Note attached hereto as Exhibit B. Each loan shall be evidenced by a separate convertible promissory note, with the terms "Funding Date", "Funding Amount" and "Fully-Diluted Percentage" completed in such forms using the table in Section 5.13(a) for the corresponding Funding Date. As set forth in the form of Convertible Promissory Note attached hereto as Exhibit B, if any such loan or loans become repayable by its or their terms following termination of this Agreement, Target shall immediately upon such event file the form of Certificate of Designation attached hereto as Exhibit C to create only such number of shares of Series C Preferred as required to permit conversion of all such Convertible Promissory Notes in accordance with their terms. Each occurrence of the bracketed term "Price Per Share" in such Certificate of Designation shall be completed using the quotient of (i) the "Aggregate Funding Amount" following the most recent "Funding Date" at which funds were provided, each determined using the table in Section 5.13(a), divided by (ii) the aggregate number of shares of Series C Preferred required to permit conversion of such Convertible Promissory Notes in accordance with their terms .

5.14 Board Observer. For a period of eighteen (18) months following the Effective Time, O.F. Ramos (the "**Observer**") shall have the right to attend meetings of the Parent's Board of Directors and the right to participate therein, but shall not have the right (a) to vote at such meetings or (b) to attend meetings or portions of meetings of Parent's Board of Directors from which directors who are also employees of Parent have been excluded. The Observer shall be entitled to the same notice of such meetings and information relating to same as is given to members of Parent's Board of Directors. If O.F. Ramos declines or is unable to serve as the Observer, then Bernard B. Markey shall be designated as the Observer.

ARTICLE VI
CONDITIONS TO THE MERGER

6.1 Conditions to Obligations of Each Party to Effect the Merger. The respective obligations of each party to this Agreement to effect the Merger shall be subject to the satisfaction at or prior to the Closing Date of the following conditions:

(a) Target Stockholder Approval. This Agreement shall have been approved and adopted, and the Merger shall have been duly approved, by the requisite vote under applicable law by the stockholders of Target.

(b) Registration Statement Effective; Proxy Statement. The SEC shall have declared the Registration Statement effective. No stop order suspending the effectiveness of the Registration Statement or any part thereof shall have been issued and no proceeding for that purpose, and no similar proceeding in respect of the Proxy Statement/Prospectus, shall have been initiated or threatened in writing by the SEC.

(c) No Order; HSR Act. No Governmental Entity shall have enacted, issued, promulgated, enforced or entered any statute, rule, regulation, executive order, decree, injunction or other order (whether temporary, preliminary or permanent) which is in effect and which has the effect of making the Merger illegal or otherwise prohibiting consummation of the Merger. All waiting periods, if any, under the HSR Act relating to the transactions contemplated hereby will have expired or terminated early and all material foreign antitrust approvals required to be obtained prior to the Merger in connection with the transactions contemplated hereby shall have been obtained.

(d) Tax Opinions. Parent and Target shall each have received written opinions from their respective tax counsel (Venture Law Group, A Professional Corporation, and Greenberg Traurig, P.A., respectively), in form and substance reasonably satisfactory to them, to the effect that the Merger will constitute a reorganization within the meaning of Section 368(a) of the Code and such opinions shall not have been withdrawn; provided, however, that if the counsel to either Parent or Target does not render such opinion, this condition shall nonetheless be deemed to be satisfied with respect to such party if counsel to the other party renders such opinion to such party. The parties to this Agreement agree to make reasonable representations as requested by such counsel for the purpose of rendering such opinions.

6.2 Additional Conditions to Obligations of Target. The obligation of Target to consummate and effect the Merger shall be subject to the satisfaction at or prior to the Closing Date of each of the following conditions, any of which may be waived, in writing, exclusively by Target:

(a) Representations and Warranties. Each representation and warranty of Parent and Merger Sub contained in this Agreement (i) shall have been true and correct in all material respects as of the date of this Agreement, and (ii) shall be true and correct on and as of the Closing Date with the same force and effect as if made on the Closing Date except (A) in each case, or in the aggregate, as does not constitute a Material Adverse Effect on Parent and Merger Sub, (B) for changes contemplated by this Agreement, and (C) for those representations and warranties which address matters only as of a particular date (which representations shall have been true and correct except as does not constitute a Material Adverse Effect on Parent and Merger Sub as of such particular date) (it being understood that, for purposes of determining the accuracy of such representations and warranties for purposes of clause (ii), (1) all "Material Adverse Effect" qualifications and other qualifications based on the word "material" or similar phrases contained in such representations and warranties shall be disregarded, and (2) any update of or modification to the Parent Disclosure Schedules made or purported to have been made after the date of this Agreement shall be disregarded). Target shall have received a certificate with respect to the foregoing signed on behalf of Parent by an authorized officer of Parent.

(b) Agreements and Covenants. Parent and Merger Sub shall have performed or complied in all material respects with all agreements and covenants required by this Agreement to be performed or complied with by them on or prior to the Closing Date, and Target shall have received a certificate to such effect signed on behalf of Parent by an authorized officer of Parent.

(c) Trading of Additional Shares. Parent shall have taken any required actions so that shares of Parent Common Stock issuable in the Merger are eligible for trading on The Nasdaq Stock Market.

6.3 Additional Conditions to the Obligations of Parent and Merger Sub. The obligations of Parent and Merger Sub to consummate and effect the Merger shall be subject to the satisfaction at or prior to the Closing Date of each of the following conditions, any of which may be waived, in writing, exclusively by Parent:

(a) Representations and Warranties. Each representation and warranty of Target contained in this Agreement (i) shall have been true and correct in all material respects as of the date of this Agreement, and (ii) shall be true and correct on and as of the Closing Date with the same force and effect as if made on and as of the Closing Date except (A) in each case, or in the aggregate, as does not constitute a Material Adverse Effect on Target, (B) for changes contemplated by this Agreement, and (C) for those representations and warranties which address matters only as of a particular date (which representations shall have been true and correct except as does not constitute a Material Adverse Effect on Target as of such particular date) (it being understood that, for purposes of determining the accuracy of such representations and warranties, (1) all "Material Adverse Effect" qualifications and other qualifications based on the word "material" or similar phrases contained in such representations and warranties shall be disregarded, and (2) any update of or modification to the Target Disclosure Schedules made or purported to have been made after the date of this Agreement shall be disregarded). Parent shall have received a certificate with respect to the foregoing signed on behalf of Target by an authorized officer of Target.

(b) Agreements and Covenants. Target shall have performed or complied in all material respects with all agreements and covenants required by this Agreement to be performed or complied with by it at or prior to the Closing Date, and Parent shall have received a certificate to such effect signed on behalf of Target by the Chief Executive Officer and the Chief Financial Officer of Target.

(c) Certificate Regarding Options. Parent shall have received a certificate signed on behalf of Target by the Secretary and Chief Financial Officer of Target setting forth the number of Target Options vested as of the Effective Time, determined in accordance with Section 1.6(a)(ii)(B).

(d) Employment and Option Agreement Amendments. Each of O.F. Ramos, Edward S. Jordan and William Knox North shall have entered into amendments to their employment and option agreements with Target, in forms attached hereto as: (i) Exhibits D-1, D-

2 and D-3 in the case of Mr. Ramos, (ii) Exhibits E-1, E-2 and E-3 in the case of Mr. Jordan, and (iii) Exhibits F-1, F-2 and F-3 in the case of Mr. North.

(e) Amendment Agreements. Each of Bernard B. Markey, L.A. Gornto, Jr. and Edward Moses shall have amended their existing employment, consulting and option agreements with Target effective, with such amendments effective as of the Effective Time, to provide that (i) each such individual shall provide such transition consulting services as are requested in writing on behalf of Parent by the President or Vice President—Corporate Development of Parent until the close of business on the one hundred and eightieth (180th) day after the Closing Date, with such individuals to be compensated for such consulting services at a rate of one hundred dollars (US$100) per hour for each hour of services so rendered, (ii) each such individual's Target Options that are exercisable at the Effective Time of the Merger (including options vesting as a result of the Merger) shall be exercisable until the close of business on the two hundred and seventieth (270th) day after the Closing Date, and (iii) other than as specified in (i), (ii) and the provided, however, clause in this sentence, those option, employment and consulting agreements shall be of no further force and effect as of the Effective Time and each such individual shall not be entitled to receive any payments or benefits of any kind thereunder after the Effective Time; provided, however, amounts owed, and the number of Target Options vested (including options vesting as a result of the Merger), as of the Effective Time shall not be affected by such amendment, with such amendment to be in form and substance reasonably satisfactory to Parent.

(f) H.T.E. Matters.

(i) H.T.E. and Target shall have terminated that certain Registration Rights Agreement dated as of December 21, 1999, with such termination to be effective immediately prior to the Effective Time if and only if the Merger occurs, with such termination to be in form and substance reasonably satisfactory to Parent.

(ii) H.T.E. and Target shall have entered into an agreement terminating H.T.E.'s right to receive securities as a result of the transactions contemplated by this Agreement (including, without limitation, securities issuable as a result of the loans and potential conversion of promissory notes entered into pursuant to Section 5.13) pursuant to that certain Modification to Promissory Note dated as of into as of October 31, 2000, by and between H.T.E. and Target which modified that certain Promissory Note dated as of October 31, 1999 in the original principal amount of $1,750,000 executed by Target in favor of H.T.E., with such agreement to be in form and substance reasonably satisfactory to Parent. A termination agreement satisfying the requirements of Section 4(b) of any Convertible Promissory Note entered into pursuant to Section 5.13 shall satisfy this condition.

(g) Lockup Agreements. H.T.E., each Target Affiliate (including, without limitation, each director and officer of Target) shall have entered into Lockup Agreements with Parent in the form attached hereto as Exhibit G.

(h) Dissenting Stockholders. Holders of not more than 5% of Target's issued and outstanding capital stock as of Effective Time shall have elected to, or continue to have contingent rights to, exercise dissenters' rights under Florida Law as to such shares and the time for exercising those rights under Florida Law shall have expired.

(i) Fairness Opinion. Target shall have received an opinion from its financial adviser, who shall be reasonably acceptable to Parent, stating that in the opinion of such financial adviser, the terms of the Merger are fair to the stockholders of Parent from a financial point of view.

(j) Termination Agreement. Target shall have provided Parent with evidence satisfactory to Parent of the termination of all employment, consulting and option agreements and arrangements with Ronald Brown.

(k) Consents. Target shall have obtained all consents, waivers and approvals under any of Target's or any of its subsidiaries' agreements, contracts, licenses or leases required in connection with the consummation of the transactions contemplated hereby, which, individually or in the aggregate, if not obtained, would result in a material loss of benefits to Target, Parent or the Surviving Corporation as a result of the Merger, including those consents, waivers and approvals identified on Schedule 6.3(f) of the Target Disclosure Schedules. Parent shall have received the consents required under that certain Second Amended and Restated Investors' Rights Agreement dated as of December 20, 1999, Parent, the investors listed on Exhibit A thereto and the holders of Parent Common Stock listed on Exhibit B thereto in connection with the assumption of the registration rights contained in the Target Warrants.

ARTICLE VII
TERMINATION, AMENDMENT AND WAIVER

7.1 Termination. This Agreement may be terminated at any time prior to the Effective Time, by action taken or authorized by the terminating party or parties, whether before or after the requisite approval of the stockholders of Target:

(a) by mutual written consent of Parent and Target (which consent shall not be unreasonably withheld (i) in the case of Parent, if the conditions set forth in Section 6.2(a) or 6.2(b) would not reasonably be expected to be satisfied prior to the Termination Date (as defined in Section 7.1(b)) through the exercise of Parent's commercially reasonable efforts or (ii) in the case of Target, if the conditions set forth in Section 6.3(a) or 6.3(b) would not reasonably be expected to be satisfied prior to the Termination Date through the exercise of Target's commercially reasonable efforts);

(b) by either Target or Parent if the Effective Time shall not have occurred on or before June 30, 2001 (the "**Termination Date**"); provided; however, that the right to terminate this Agreement under this Section 7.1(b) shall not be available to any party whose failure to fulfill any obligation under this Agreement (including without limitation such party's obligations set forth in Section 5.6) has been the cause of, or resulted in, the failure of the Effective Time to occur on or before the Termination Date;

(c) by either Target or Parent if any Governmental Entity (i) shall have issued an order, decree or ruling or taken any other action (which such party shall have used its reasonable best efforts to resist, resolve or lift, as applicable, in accordance with Section 5.6) permanently restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement, and such order, decree, ruling or other action shall have become final and nonappealable; or (ii) shall have failed to issue an order, decree or ruling or to take any other action (which order, decree or ruling or other action such party shall have used its reasonable best efforts to obtain, in accordance with Section 5.6), in the case of each of (i) and (ii) which is necessary to fulfill the condition set forth in Section 6.1(c) and such denial of a request to issue such order, decree, ruling or take such other action shall have become final and nonappealable; provided, however, that the right to terminate this Agreement under this Section 7.1(c) shall not be available to any party whose failure to comply with Section 5.6 has been the cause of such action or inaction;

(d) by either Target or Parent if the required approval of the stockholders of Target contemplated by this Agreement shall not have been obtained by reason of the failure to obtain the required vote at a meeting of Target stockholders duly convened therefor or at any adjournment thereof (provided that the right to terminate this Agreement under this Section 7.1(d) shall not be available to Target where the failure to obtain Target stockholder approval shall have been caused by the action or failure to act of Target and such action or failure to act constitutes a breach by Target of this Agreement);

(e) by Parent if a Triggering Event (as defined below) shall have occurred;

(f) by Target, upon a breach of any representation, warranty, covenant or agreement on the part of Parent set forth in this Agreement, or if any representation or warranty of Parent shall have become untrue, in either case such that the conditions set forth in Section 6.2(a) or Section 6.2(b) would not be satisfied as of the time of such breach or as of the time such representation or warranty shall have become untrue, provided that if such inaccuracy in Parent's representations and warranties or breach by Parent is curable by Parent through the exercise of its commercially reasonable efforts, then Target may not terminate this Agreement under this Section 7.1(f) for twenty (20) days after delivery of written notice from Target to Parent of such breach, provided Parent continues to exercise commercially reasonable efforts to cure such breach (it being understood that Target may not terminate this Agreement pursuant to this Section 7.1(f) if it shall have materially breached this Agreement or if such breach by Parent is cured during such 20-day period, provided that such cure shall be completed on or prior to the Termination Date); or

(g) by Parent, upon a breach of any representation, warranty, covenant or agreement on the part of Target set forth in this Agreement, or if any representation or warranty of Target shall have become untrue, in either case such that the conditions set forth in Section

6.3(a) or Section 6.3(b) would not be satisfied as of the time of such breach or as of the time such representation or warranty shall have become untrue, provided that if such inaccuracy in Target's representations and warranties or breach by Target is curable by Target through the exercise of its commercially reasonable efforts, then Parent may not terminate this Agreement under this Section 7.1(g) for twenty (20) days after delivery of written notice from Parent to Target of such breach, provided Target continues to exercise commercially reasonable efforts to cure such breach (it being understood that Parent may not terminate this Agreement pursuant to this Section 7.1(g) if it shall have materially breached this Agreement or if such breach by Target is cured during such 20-day period, provided that such cure shall be completed on or prior to the Termination Date).

For the purposes of this Agreement, a "**Triggering Event**" shall be deemed to have occurred if: (i) the Board of Directors of Target or any committee thereof having authority to bind the Board shall for any reason have withheld or withdrawn or shall have amended or modified in a manner adverse to Parent its recommendation in favor of the adoption and approval of the Agreement or the approval of the Merger; (ii) Target shall have failed to include in the Proxy Statement/Prospectus the recommendation of the Board of Directors of Target in favor of the adoption and approval of the Agreement and the approval of the Merger; (iii) the Board of Directors of Target shall have failed to reaffirm its recommendation in favor of the adoption and approval of the Agreement and the approval of the Merger within five (5) business days after Parent requests in writing that such recommendation be reaffirmed at any time following the public announcement of an Acquisition Proposal or following the time at which Parent becomes aware of the existence of an Acquisition Proposal; (iv) the Board of Directors of Target or any committee thereof having authority to bind the Board shall have approved or publicly recommended any Acquisition Proposal; (v) Target shall have entered into any letter of intent or similar document or any agreement, contract or commitment relating to any Acquisition Proposal; (vi) a tender or exchange offer relating to securities of Target in excess of 15% of its outstanding voting securities shall have been commenced by a person unaffiliated with Parent and Target shall not have sent to its stockholders pursuant to Rule 14e-2 promulgated under the Exchange Act, within ten (10) business days after such tender or exchange offer is first published sent or given, a statement disclosing that Target's Board of Directors recommends rejection of such tender or exchange offer; or (vii) Target shall have intentionally breached its obligations under Section 5.4.

7.2 Notice of Termination Effect of Termination. Any termination of this Agreement under Section 7.1 above will be effective immediately upon the delivery of written notice of the terminating party to the other parties hereto. In the event of the termination of this Agreement as provided in Section 7.1, this Agreement shall be of no further force or effect and there shall be no liability hereunder on the part of Target, Parent, Merger Sub or their respective officers or directors, except (i) as set forth in Section 5.13(b), this Section 7.2, Section 7.3 and Article VIII (Miscellaneous), each of which shall survive the termination of this Agreement, and (ii) nothing herein shall relieve any party from liability for any willful or intentional breach of this Agreement. No termination of this Agreement shall affect the obligations of the parties contained in the Confidentiality Agreements or the Convertible Promissory Notes entered into pursuant to Section 5.13, all of which obligations shall survive termination of this Agreement in accordance with their terms.

7.3 Fees and Expenses.

(a) General. Except as set forth in this Section 7.3, all fees and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such expenses whether or not the Merger is consummated; provided, however, that Parent and Target shall share equally all fees and expenses, other than attorneys' and accountants fees and expenses, incurred in relation to the filing of the required materials under the HSR Act and the printing and filing with the SEC of the Proxy Statement/Prospectus (including any preliminary materials related thereto) and the Registration Statement (including financial statements and exhibits) and any amendments or supplements thereto.

(b) Termination Payments.

(i) In the event that this Agreement is terminated by Parent pursuant to Section 7.1(e), Target shall promptly, but in no event later than one day after the date of such termination, pay Parent a fee equal to $600,000 in immediately available funds (the "**Termination Fee**") and shall pay Parent an amount equal to Parent's documented expenses incurred in connection with the transactions contemplated by this Agreement.

(ii) In the event that (A) this Agreement is terminated by Parent or Target, as the case may be, pursuant to Section 7.1(d) or by Parent pursuant to Section 7.1(g), Target shall promptly, but in no event later than one business day after the date of such termination, pay Parent an amount equal to the sum of Parent's documented expenses incurred in connection with the transactions contemplated by this Agreement and the Termination Fee; or (B) this Agreement is terminated by Target pursuant to Section 7.1(f), Parent shall promptly, but in no event later than one business day after the date of such termination, pay Target an amount equal to the sum of Target's documented expenses incurred in connection with the transactions contemplated by this Agreement and the Termination Fee.

(iii) In the event that (A) this Agreement is terminated by Parent or Target, as the case may be, pursuant to Section 7.1(b), and (B) at any time after the date of this Agreement and at or before the Termination Date an Acquisition Proposal shall have been publicly announced or otherwise communicated to the Board of Directors of Target, Target shall promptly, but in no event later than one business day after the date of such termination, pay Parent an amount equal to Parent's documented expenses incurred in connection with the transactions contemplated by this Agreement, and furthermore, in the event that within twelve (12) months following such termination pursuant this Section 7.3(b)(iii) Target shall enter into a definitive agreement with a third party with respect to an Acquisition Transaction or shall consummate an Acquisition Transaction with a third party, Target shall contemporaneously with such execution or consummation, as the case may be, pay Parent a fee equal to the Termination Fee.

(iv) Target acknowledges that the agreements contained in this Section 7.3(b) are an integral part of the transactions contemplated by this Agreement, and that, without these agreements, Parent would not enter into this Agreement; accordingly, if Target fails promptly to pay the amounts due pursuant to this Section 7.3(b), and, in order to obtain such payment, Parent commences a suit which results in a judgment against Target for the amounts set forth in this Section 7.3(b), Target shall pay to Parent its reasonable costs and expenses (including attorneys' fees and expenses) in connection with such suit, together with interest on the amounts set forth in this Section 7.3(b) at the prime rate of Citibank, N.A. in effect on the date such payment was required to be made.

(v) The remedies available pursuant to this Section 7.3(b) shall be in addition to, but without duplication in any way of, the remedies referred to in clause (ii) of Section 7.2.

7.4 Amendment. Subject to applicable law, this Agreement may be amended by the parties hereto at any time by execution of an instrument in writing signed on behalf of each of Parent, Merger Sub and Target.

7.5 Extension; Waiver. At any time prior to the Effective Time any party hereto may, to the extent legally allowed, (i) extend the time for the performance of any of the obligations or other acts of the other parties hereto, (ii) waive any inaccuracies in the representations and warranties made to such party contained herein or in any document delivered pursuant hereto, and (iii) waive compliance with any of the agreements or conditions for the benefit of such party contained herein. Any agreement on the part of a party hereto to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such party. Delay in exercising any right under this Agreement shall not constitute a waiver of such right.

ARTICLE VIII
GENERAL PROVISIONS

8.1 Non-Survival of Representations and Warranties. The representations and warranties of Target, Parent and Merger Sub contained in this Agreement shall terminate at the Effective Time, and only the covenants that by their terms survive the Effective Time shall survive the Effective Time.

8.2 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or by commercial delivery service, or sent via telecopy (receipt confirmed) to the parties at the following addresses or telecopy numbers (or at such other address or telecopy numbers for a party as shall be specified by like notice):

(a) if to Parent or Merger Sub:

Onvia.com, Inc.
1260 Mercer Street
Seattle, WA 98109

Attention: Chief Strategy Officer
Telephone No.: (206) 282-5170
Telecopy No.: (206) 373-8961

with a copy at the same address to the attention of the Legal Counsel and with a copy to:

Venture Law Group
A Professional Corporation
4750 Carillon Point
Kirkland, WA 98033
Attention: Mark J. Handfelt
Telephone No.: (425) 739-8700
Telecopy No.: (425) 739-8750

(b) if to Target:

DemandStar.com, Inc.
Attention: O. F. Ramos, President and CEO
1200 S. Pine Island Road, Suite 600
Plantation, FL 33324
Telephone No.: (954) 577-6500
Telecopy No.: (954) 577-3812

with a copy to:

Greenberg Traurig, P.A.
111 North Orange Avenue, 20th Floor
Orlando, FL 32801
Attention: Randolph H. Fields
Telephone No.: (407) 420-1000
Telecopy No.: (407) 420-5909

and with a copy to:

L. A. Gornto, Jr., Esq.
149 S. Ridgewood Avenue, Suite 300
Daytona Beach, FL 32114
Telephone No.: (904) 257-1899
Telecopy No.: (904) 257-1833

8.3 Interpretation; Certain Defined Terms.

(a) When a reference is made in this Agreement to Exhibits, such reference shall be to an Exhibit to this Agreement unless otherwise indicated. When a reference is made in this Agreement to Sections, such reference shall be to a Section of this Agreement unless otherwise indicated. The words "**include**," "**includes**" and "**including**" when used herein shall be deemed in each case to be followed by the words "**without limitations**." The table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. When reference is made herein to "**the business of**" an entity, such reference shall be deemed to include the business of all direct and indirect subsidiaries of such entity. Reference to the subsidiaries of an entity shall be deemed to include all direct and indirect subsidiaries of such entity.

(b) For purposes of this Agreement the term "**knowledge**" means with respect to a party hereto, with respect to any matter in question, that any of the executive officers of such party has actual knowledge of such matter.

(c) For purposes of this Agreement, the term "**Material Adverse Effect**" when used in connection with a party hereto means any change, event, circumstance or effect that is materially adverse to the business, assets (including intangible assets), capitalization, financial condition or results of operations of such party and its subsidiaries taken as a whole, except (i) any continued or increased operating losses (provided that obligations of Target set forth in Section 4.1 are complied with) or (ii) to the extent that any such change, event or effect is attributable to or results from (x) changes in general economic conditions or changes affecting the industry generally in which such party operates, or (y) changes in trading prices for such party's capital stock.

(d) For purposes of this Agreement, the term "**person**" shall mean any individual, corporation (including any non-profit corporation), general partnership, limited partnership, limited liability company, limited liability partnership, joint venture, estate, trust, Target (including any limited liability Target or joint stock Target), firm or other enterprise, association, organization, entity or Governmental Entity.

(e) For purposes of this Agreement, "**subsidiary**" of a specified entity will be any corporation, partnership, limited liability company, joint venture or other legal entity of which the specified entity (either alone or through or together with any other subsidiary) owns, directly or indirectly, fifty percent (50%) or more of the stock or other equity or partnership interests the holders of which are generally entitled to vote for the election of the Board of Directors or other governing body of such corporation or other legal entity.

8.4 Counterparts. This Agreement may be executed in one or more counterparts, and by facsimile, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that all parties need not sign the same counterpart.

8.5 Entire Agreement; Third Party Beneficiaries. This Agreement and the documents and instruments and other agreements among the parties hereto as contemplated by or referred to herein, including the Target Disclosure Schedules and the Parent Disclosure Schedules (a) constitute the entire agreement among the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof, it being understood that the Confidentiality Agreements shall continue in full force and effect until the Closing and shall survive any termination of this Agreement; and (b) are not intended to confer upon any other person any rights or remedies hereunder, except as specifically provided in Section 5.10.

8.6 Severability. If any provision of this Agreement is held invalid, illegal or unenforceable for any reason, the parties agree that such invalidity, illegality or unenforceability will not affect the validity, legality or enforceability of the remaining provisions of this Agreement, if (i) such invalidity, illegality or unenforceability does not materially affect the intent or economic bargain detailed herein; or (ii) the parties agree to substitute for the invalid, illegal or unenforceable provision a valid, legal and enforceable provision which most closely approximates the intent and economic effect of the invalid provision.

8.7 Other Remedies; Specific Performance. Except as otherwise provided herein, any and all remedies herein expressly conferred upon a party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such party, and the exercise by a party of any one remedy will not preclude the exercise of any other remedy. The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any court of the United States or any state having jurisdiction, this being in addition to any other remedy to which they are entitled at law or in equity.

8.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of law thereof.

8.9 Rules of Construction. The parties hereto agree that they have been represented by counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

8.10 Assignment. No party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other parties. Any attempt to make any such assignment without such consent shall be null and void. Subject to the preceding sentence, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

8.11 No Waiver; Remedies Cumulative. No failure or delay on the part of any party hereto in the exercise of any right hereunder will impair such right or be construed to be a waiver of, or acquiescence in, any breach of any representation, warranty or agreement herein, nor will any single or partial exercise of any such right preclude other or further exercise thereof or of any other right. All rights and remedies existing under this Agreement are cumulative to, and not exclusive to, and not exclusive of, any rights or remedies otherwise available.

8.12 Waiver of Jury Trial. EACH OF PARENT, TARGET AND MERGER SUB HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF PARENT, TARGET OR MERGER SUB IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized respective officers as of the date first written above.

PARENT:

ONVIA.COM, INC.

By: ______________________

Name: ______________________

Title: ______________________

MERGER SUB:

DRAGON ACQUISITION CORPORATION

By: ______________________

Name: ______________________

Title: ______________________

TARGET:

DEMANDSTAR.COM, INC.

By: [signature]

Name: Bernard B. Markey

Title: Chairman

[SIGNATURE PAGE TO MERGER AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized respective officers as of the date first written above.

PARENT:

ONVIA.COM, INC.

By: ______________________________

Name: Michael D. Pickett

Title: President

MERGER SUB:

DRAGON ACQUISITION CORPORATION

By: ______________________________

Name: Michael D. Pickett

Title: President

TARGET:

DEMANDSTAR.COM, INC.

By: ______________________________

Name: ______________________________

Title: ______________________________

[SIGNATURE PAGE TO MERGER AGREEMENT]

EXHIBIT A

FORM OF TARGET VOTING AGREEMENT

DEMANDSTAR.COM, INC.

VOTING AGREEMENT

This Voting Agreement (the "Agreement") is made and entered into as of November 20, 2000, between Onvia.com, Inc., a Delaware corporation ("Acquiror"), and the undersigned stockholder ("Holder") of DemandStar.com, Inc., a Florida corporation ("Target").

RECITALS

Pursuant to an Agreement and Plan of Merger dated as of November 20, 2000 (the "Merger Agreement") by and among Acquiror, Dragon Acquisition Corporation, a Florida corporation and wholly owned subsidiary of Acquiror ("Sub"), and Target, Sub is merging with and into Target (the "Acquisition") and Target, as the surviving corporation of the Acquisition, will thereby become a wholly owned subsidiary of Acquiror. Pursuant to the Merger Agreement and a request from Acquiror, in order to induce Acquiror to enter into the Merger Agreement, Target has agreed to use its best efforts to solicit the proxy of certain significant stockholders of Target on behalf of Acquiror, and to cause certain significant stockholders of Target to execute and deliver to Acquiror Voting Agreements in the form hereof. The Holder is the beneficial owner (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) of such number of shares of the outstanding Common Stock and Preferred Stock, of Target as is indicated on the final page of this Agreement (the "Shares").

In consideration of the execution of the Merger Agreement by Acquiror, Holder agrees not to transfer or otherwise dispose of any of the Shares, or any other shares of capital stock of Target acquired by Holder hereafter and prior to the Expiration Date (as defined in Section 1(a) below), and agrees to vote the Shares and any other such shares of capital stock of Target so as to facilitate consummation of the Acquisition.

AGREEMENT

The parties agree as follows:

1. **Agreement to Retain Shares.**

(a) **Transfer and Encumbrance**. Holder agrees not to transfer (except as may be specifically required by court order), sell, exchange, pledge (except in connection with a bona fide loan transaction, provided that any pledgee agrees not to transfer, sell, exchange, pledge or otherwise dispose of or encumber the Shares or any New Shares (as defined in Section 1(b)) prior to the Expiration Date and also agrees to be subject to the Proxy (as defined in Section 3)) or otherwise dispose of or encumber the Shares or any New Shares, or to make any offer or agreement relating thereto, at any time prior to the Expiration Date. As used herein, the term "Expiration Date" shall mean the earlier to occur of (i) such date and time as the Acquisition shall become effective in accordance with the terms and provisions of the Merger Agreement, (ii) June 30, 2001, and (iii) six months after the date of termination of the Merger Agreement.

(b) New Shares. Holder agrees that any shares of capital stock of Target that Holder purchases or with respect to which Holder otherwise acquires beneficial ownership after the date of this Agreement and prior to the Expiration Date ("New Shares") shall be subject to the terms and conditions of this Agreement to the same extent as if they constituted Shares.

2. **Agreement to Vote Shares**. At every meeting of the stockholders of Target called with respect to any of the following, and at every adjournment thereof, and on every action or approval by written consent of the stockholders of Target with respect to any of the following, Holder shall vote the Shares and any New Shares (i) in favor of approval of the Merger Agreement and the Acquisition and any matter that could reasonably be expected to facilitate the Acquisition, and (ii) against any proposal for any recapitalization, merger, sale of assets or other business combination (other than the Acquisition) between Target and any person or entity other than Acquiror or any other action or agreement that would result in a breach of any covenant, representation or warranty or any other obligation or agreement of Target under the Merger Agreement or which could result in any of the conditions to Target's obligations under the Merger Agreement not being fulfilled. This Agreement is intended to bind Holder as a stockholder of Target only with respect to the specific matters set forth herein.

3. **Irrevocable Proxy**. Concurrently with the execution of this Agreement, Holder agrees to deliver to Acquiror a proxy in the form attached hereto as Exhibit A (the "Proxy"), which shall be irrevocable to the extent provided in Section 607.0722(b)(5) of the Florida Business Corporation Act, covering the total number of Shares and New Shares beneficially owned or as to which beneficial ownership is acquired (as such term is defined in Rule 13d-3 under the Exchange Act) by Holder set forth therein.

4. **Representations, Warranties and Covenants of Holder**. Holder hereby represents, warrants and covenants to Acquiror that Holder (i) is the beneficial owner of the Shares, which at the date of this Agreement and at all times up until the Expiration Date will be free and clear of any liens, claims, options, charges or other encumbrances; (ii) does not beneficially own any shares of capital stock of Target other than the Shares (excluding shares as to which Holder currently disclaims beneficial ownership in accordance with applicable law); and (iii) has full power and authority to make, enter into and carry out the terms of this Agreement and the Proxy.

5. **Additional Documents**. Holder hereby covenants and agrees to execute and deliver any additional documents necessary or desirable, in the reasonable opinion of Acquiror, to carry out the purpose and intent of this Agreement.

6. **Consent and Waiver**. Holder hereby gives any consents or waivers that are reasonably required for the consummation of the Acquisition under the terms of any agreement to which Holder is a party or pursuant to any rights Holder may have.

7. **Termination**. This Agreement and the Proxy delivered in connection herewith shall terminate and shall have no further force or effect as of the Expiration Date.

8. **Miscellaneous**.

(a) **Amendments and Waivers.** Any term of this Agreement may be amended or waived with the written consent of the parties or their respective successors and assigns. Any amendment or waiver effected in accordance with this Section 8(a) shall be binding upon the parties and their respective successors and assigns.

(b) **Governing Law.** This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of law.

(c) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

(d) **Titles and Subtitles.** The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

(e) **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon receipt, when delivered personally or by courier, overnight delivery service or confirmed facsimile, or three business days after being deposited in the regular mail as certified or registered mail (airmail if sent internationally) with postage prepaid, if such notice is addressed to the party to be notified at such party's address or facsimile number as set forth below, or as subsequently modified by written notice.

(f) **Severability.** If any provision of this Agreement is held invalid, illegal or unenforceable for any reason, the parties agree that such invalidity, illegality or unenforceability will not affect the validity, legality or enforceability of the remaining provisions of this Agreement, if (i) such invalidity, illegality or unenforceability does not materially affect the intent or economic bargain detailed herein; or (ii) the parties agree to substitute for the invalid, illegal or unenforceable provision a valid, legal and enforceable provision which most closely approximates the intent and economic effect of the invalid provision.

[Remainder of page intentionally left blank]

The parties have caused this Agreement to be duly executed on the date first above written.

ACQUIROR

ONVIA.COM, INC.

By: ______________________________

Name: ______________________________
(print)

Title: ______________________________

Address: ______________________________
____

HOLDER

By: ______________________________

Name: ______________________________
(print)

Title: ______________________________

Holder's Address for Notice:

____
____
____

Shares beneficially owned:

<u>Class of Shares</u>	<u>Number of Shares</u>

EXHIBIT A

IRREVOCABLE PROXY

TO VOTE STOCK OF

DEMANDSTAR.COM, INC.

The undersigned stockholder of DemandStar.com, Inc., a Florida corporation ("Target"), hereby irrevocably (to the full extent permitted by Section 607.0722(b)(5) of the Florida Business Corporation Law) appoints the members of the Board of Directors of Onvia.com, Inc., a Delaware corporation ("Acquiror"), and each of them, as the sole and exclusive attorneys and proxies of the undersigned, with full power of substitution and resubstitution, to vote and exercise all voting and related rights (to the full extent that the undersigned is entitled to do so) with respect to all of the shares of capital stock of Target that now are or hereafter may be beneficially owned by the undersigned, and any and all other shares or securities of Target issued or issuable in respect thereof on or after the date hereof (collectively, the "Shares") in accordance with the terms of this Proxy and in accordance with the third paragraph hereof. The Shares beneficially owned by the undersigned stockholder of Target as of the date of this Proxy are listed on the final page of this Proxy. Upon the undersigned's execution of this Proxy, any and all prior proxies given by the undersigned with respect to any Shares are hereby revoked and the undersigned agrees not to grant any subsequent proxies with respect to the Shares until after the expiration Date (as defined below).

This Proxy is irrevocable (to the extent permitted by Section 607.0722(b)(5) of the Florida Business Corporation Law) is granted pursuant to that certain Voting Agreement of even date herewith, by and among Acquiror and the undersigned stockholder (the "Voting Agreement"), and is granted in consideration of Acquiror entering into that certain Agreement and Plan of Merger, of even date herewith, by and among Target, Acquiror and Dragon Acquisition Corporation, a Florida corporation ("Sub") and wholly owned subsidiary of Acquiror (the "Merger Agreement"). The Agreement provides for the merger of Sub with and into Target (the "Acquisition"). As used herein, the term "Expiration Date" shall mean the earlier to occur of (i) such date and time as the Acquisition shall become effective in accordance with the terms and provisions of the Merger Agreement, (ii) June 30, 2001, and (ii) six months after the date of termination of the Merger Agreement.

The attorneys and proxies named above, and each of them, are hereby authorized and empowered by the undersigned, at any time prior to the Expiration Date, to act as the undersigned's attorney and proxy to vote the Shares, and to exercise all voting and other rights of the undersigned with respect to the Shares (including, without limitation, the power to execute and deliver written consents pursuant to Section 607.0722(b)(5) of the Florida Business Corporation Law), at every annual, special or adjourned meeting of the stockholders of Target and in every written consent in lieu of such meeting (i) in favor of approval of the Acquisition and the Merger Agreement and in favor of any matter that could reasonably be expected to facilitate the Acquisition, and (ii) against any proposal for any recapitalization, merger, sale of assets or other business combination (other than the Acquisition) between Target and any person or entity other than Acquiror or any other action or agreement that would result in a breach of any covenant, representation or warranty or any other obligation or agreement of Target under the Merger Agreement or which could result in any of the conditions to Target's obligations under the Merger Agreement not being fulfilled. The attorneys and proxies named above may not exercise this Proxy on any other matter except as provided above. The undersigned stockholder may vote the Shares on all other matters.

Any obligation of the undersigned hereunder shall be binding upon the successors and assigns of the undersigned.

[Remainder of page intentionally left blank]

This Proxy is irrevocable (to the extent provided in Section 607.0722(b)(5) of the Florida Business Corporation Law).

Dated: November 20, 2000

____
(Signature of Holder)

____
(Print Name of Holder)

Shares beneficially owned:

Class of Shares	Number of Shares

EXHIBIT B

FORM OF CONVERTIBLE PROMISSORY NOTE

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AND HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO SUCH SALE OR DISTRIBUTION MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL IN A FORM SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933.

CONVERTIBLE PROMISSORY NOTE

$[Funding Amount]

[Funding Date]
Seattle, Washington

For value received, DemandStar.com, Inc., a Florida corporation (the "Company"), promises to pay to Onvia.com, Inc. (the "Holder"), the principal sum of [Funding Amount] Dollars ($[Funding Amount]). Interest shall accrue from the date of this Note on the unpaid principal amount at a rate equal to nine percent (9%) per annum, compounded annually. This Note is subject to the following terms and conditions.

1. **Maturity.**

(a) **Maturity Date.** Unless converted as provided in Section 2 or unless terminated pursuant to Section 1(b) below, this Note will automatically mature and be due and payable on November 1, 2003 (the "Maturity Date"). Subject to Section 2 below, interest shall accrue on this Note but shall not be due and payable until the Maturity Date. Notwithstanding the foregoing, the entire unpaid principal sum of this Note, together with accrued and unpaid interest thereon, shall become immediately due and payable upon (i) the Company's admission, in writing or otherwise, of its inability to pay its debts as they become due or its nonpayment of its debts as they become due, (ii) the commission of any act of bankruptcy by the Company, (iii) the execution by the Company of a general assignment for the benefit of creditors, (iv) the filing by or against the Company of a petition in bankruptcy or any petition for relief under the federal bankruptcy act or the continuation of such petition without dismissal for a period of ninety (90) days or more, or (v) the appointment of a receiver or trustee to take possession of the property or assets of the Company.

(b) **Effect of Termination of Merger Agreement on Maturity Date.** The Company, the Holder and Dragon Acquisition Corporation are each party to a Merger Agreement, dated November 20, 2000 (the "Merger Agreement"). If the Merger Agreement is terminated pursuant to Section 7.1(b)(i), (ii)(A) or (iii)(A) and (B), then this Note will automatically mature and be due and payable thirty (30) days after such termination. If the Merger Agreement is terminated pursuant to Sections 7.1(b)(ii)(B) or (b)(iii)(A) (for the avoidance of doubt, without the occurrence of the events specified in Section 7.1(b)(iii)(B)), then this Note will automatically mature and be due and payable twelve (12) months after such termination.

2. **Conversion.**

(a) **Investment by the Holder.** At the option of the Holder and at any time after this Note becomes due and payable pursuant to Section 1 hereof, the entire principal amount of and accrued interest on this Note, and any and all other convertible notes made by the Company for the benefit of the Holder, may be converted into that number of shares of Series C Preferred Stock of the Company (the "Series C Preferred") equal to [Fully Diluted Percentage] of the Company's outstanding capital stock on a fully-diluted basis (determined in accordance with United States generally accepted accounting principles, consistently applied) following conversion of this Note. The Series C Preferred shall have the powers, preferences and rights, and qualifications, limitations and restrictions set forth in the Certificate of Designation of Series C Preferred Stock of the Company (the "Certificate of Designation"), which is attached as Exhibit C to the Merger Agreement.

(b) **Mechanics and Effect of Conversion.** No fractional shares of the Company's capital stock will be issued upon conversion of this Note. In lieu of any fractional share to which the Holder would otherwise be entitled, the Company will pay to the Holder in cash the amount of the unconverted principal and interest balance of this Note that would otherwise be converted into such fractional share. Upon conversion of this Note pursuant to this Section 2, the Holder shall surrender this Note, duly endorsed, at the principal offices of the Company or any transfer agent of the Company. At its expense, the Company will, as soon as practicable thereafter, issue and deliver to such Holder, at such principal office, a certificate or certificates for the number of shares to which such Holder is entitled upon such conversion, together with any other securities and property to which the Holder is entitled upon such conversion under the terms of this Note, including a check payable to the Holder for any cash amounts payable as described herein. Upon conversion of this Note, the Company will be forever released from all of its obligations and liabilities under this Note with regard to that portion of the principal amount and accrued interest being converted including without limitation the obligation to pay such portion of the principal amount and accrued interest.

3. **Payment.** Unless otherwise converted pursuant to Section 2, all payments shall be made in lawful money of the United States of America at such place as the Holder hereof may from time to time designate in writing to the Company. Payment shall be credited first to the accrued interest then due and payable and the remainder applied to principal. Prepayment of this Note may be made at any time without penalty.

4. **Use of Proceeds.** The Company shall use the proceeds of the Note to fund:

(a) its operational expenses and accounts payable (including any expense payable and incurred in connection with the Company's implementation of the Merger Agreement and the transactions contemplated thereby), each in the ordinary course of the Company's business;

(b) for the payment of accrued but unpaid interest as of the date of the Merger Agreement to H.T.E., Inc., a Florida corporation ("**H.T.E.**"), pursuant to that certain Promissory Note dated as of October 31, 1999 in the original principal amount of $1,750,000 executed by Target in favor of H.T.E., as modified by that certain Modification to Promissory Note dated as of into as of October 31, 2000 (the "**Modifiication**"), which payments of accrued but unpaid interest shall not in the aggregate exceed One Hundred and Forty Thousand Dollars (US $140,000), provided, however, that no such payment shall be made unless H.T.E. and the Company have entered into an agreement terminating H.T.E.'s right to receive securities pursuant to the Modification as a result of the transactions contemplated by the Merger Agreement (including, without limitation, securities issuable as a result of the loans and potential conversion of any Convertible Promissory Notes, including this Note, entered into pursuant to Section 5.13 of the Merger Agreement), with such agreement to be in form and substance reasonably satisfactory to Parent; and

(c) for other corporate purposes approved by the Board of Directors of the Company and the Holder; provided, however that while the Note is outstanding, none of the proceeds of the Note shall be used by the Company for the making or repayment of loans or for the payment of cash dividends without the Holder's prior written consent.

5. **Representations and Warranties of the Company.** The Company hereby represents and warrants to the Holder that:

(a) **Organization, Good Standing and Qualification.** The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and has all requisite corporate power and authority to carry on its business as now conducted and as proposed to be conducted.

(b) **Authorization.** All corporate action on the part of the Company, its officers, directors and shareholders necessary for the authorization, sale, issuance and delivery of this Note, the shares of the Company's capital stock issuable on conversion thereof, and the performance of all obligations of the Company hereunder has been taken or will be taken prior to the date of this Note. The Note, when executed and delivered by the Company, shall constitute valid and legally binding obligations of the Company, enforceable against the Company in accordance with their terms except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and other laws of general application affecting enforcement of creditors' rights generally, as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

6. **Representations and Warranties of the Holder.** The Holder hereby represents and warrants to the Company that:

(a) **Purchase Entirely for Own Account.** The Note to be acquired by the Holder will be acquired for investment for the Holder's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and the Holder has no present intention of selling, granting any participation in, or otherwise distributing the same. The Holder has not been formed for the specific purpose of acquiring any of the Note.

(b) **Knowledge.** The Holder is aware of the Company's business affairs and financial condition and has acquired sufficient information about the Company to reach an informed and knowledgeable decision to acquire the securities.

(c) **Restricted Securities.** The Holder understands that the Note has not been, and will not be, registered under the Securities Act, by reason of a specific exemption from the registration provisions of the Securities Act which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of the Holder's representations as expressed herein. The Holder understands that the Note is a "restricted security" under applicable U.S. federal and state securities laws and that, pursuant to these laws, the Holder must hold this Note and the shares of Series C Preferred issuable upon conversion of this Note (the "Securities") indefinitely unless the Note or the Securities, as applicable, are registered with the Securities and Exchange Commission and qualified by state authorities, or an exemption from such registration and qualification requirements is available. The Holder acknowledges that the Company has no obligation to register or qualify the Securities for resale. The Holder further acknowledges that if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the time and manner of sale, the holding period for the Note, and on requirements relating to the Company which are outside of the Holder's control, and which the Company is under no obligation and may not be able to satisfy.

(d) **Legends.** The Holder understands that the Securities, and any securities issued in respect thereof or exchange therefor, may bear one or all of the following legends:

(i) "THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AND HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO SUCH SALE OR DISTRIBUTION MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL IN A FORM SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933."

(ii) Any legend required by the Blue Sky laws of any state to the extent such laws are applicable to the shares represented by the certificate so legended.

(e) **Accredited Investor.** The Holder is an accredited investor as defined in Rule 501(a) of Regulation D promulgated under the Act.

7. **Transfer; Successors and Assigns.** The terms and conditions of this Note shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. This Note may be transferred only upon surrender of the original Note for registration of transfer, duly endorsed, or accompanied by a duly executed written instrument of transfer in form satisfactory to the Holder. Thereupon, a new note for the same principal amount and interest will be issued to, and registered in the name of, the transferee. Interest and principal are payable only to the registered holder of this Note.

8. **Governing Law.** This Note and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of law.

9. **Notices.** Any notice required or permitted by this Note shall be in writing and shall be deemed sufficient upon delivery, when delivered personally or by a nationally-recognized delivery service (such as Federal Express or UPS), or three business days after being deposited in the U.S. mail, as certified or registered mail, with postage prepaid, addressed to the party to be notified at such party's address as set forth below or as subsequently modified by written notice.

10. **Amendments and Waivers.** Any term of this Note may be amended only with the written consent of the Company and the Holder. Any amendment or waiver effected in accordance with this Section 10 shall be binding upon the Company, the Holder and each transferee of the Note.

11. **Action to Collect on Note.** If action is instituted to collect on this Note, the Company promises to pay all costs and expenses, including reasonable attorney's fees, incurred in connection with such action.

12. **Execution and Delivery**. This Note and the Securities shall be delivered to Holder in the State of Washington at the Holder's principal executive offices and shall not be delivered in the State of Florida.

(Signature page follows)

COMPANY:

DEMANDSTAR.COM, INC.

By: ______________________________

Name: ____________________________
(print)

Title: _____________________________

Address:

____
____
____
____

AGREED TO AND ACCEPTED:

ONVIA.COM, INC.

By: ______________________________

Name: ____________________________
(print)

Title: _____________________________

Address:

____
____
____
____

[SIGNATURE PAGE OF CONVERTIBLE PROMISSORY NOTE]

EXHIBIT C

FORM OF CERTIFICATE OF DESIGNATION

ARTICLES OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION
OF
DEMANDSTAR.COM, INC.
FOR
DESIGNATION OF PREFERENCES, RIGHTS AND LIMITATIONS
OF SERIES C PREFERRED STOCK

Pursuant to the provisions of Section 607.0602 and 607.1006 of the Florida Business Corporation Act, DemandStar.com, Inc., a Florida corporation, hereby adopts the following Articles of Amendment to its Articles of Incorporation.

FIRST: Name of Corporation.

The name of the corporation is DemandStar.com, Inc. (the "Corporation").

SECOND: Designation of Series C Preferred Stock.

The following shall be added in its entirety as a new Section F of Article III to the Articles of Incorporation of the Corporation:

"F. Designation of Series C Preferred Stock. _________ (____________) shares of Preferred Stock have been designated Series C Preferred Stock (the "Series C Preferred Stock"). The Series C Preferred Stock shall have the following relative powers, preferences and rights, and qualifications, limitations and restrictions thereof:

(a) **Ranking.** The Series C Preferred Stock shall rank senior to the Common Stock (except as otherwise expressly provided below), the Series B Preferred Stock and to all other classes and series of equity securities of the Corporation hereafter created, the terms of which provide that such class shall rank junior to the Series C Preferred Stock with respect to dividend rights and rights of redemption and rights on liquidation, dissolution and winding up. The Series C Preferred Stock shall rank senior to the Series B Preferred Stock with respect to rights of redemption and rights on liquidation, dissolution or winding-up. All equity securities of the Corporation with which the Series C Preferred Stock ranks on a parity with respect only to liquidation, dissolution or winding-up, including the Series A Preferred Stock are collectively referred to herein as the "Series C Preferred Parity Securities." The definition of Series C Preferred Parity Securities shall also include any rights or options exercisable for, securities convertible into or exchangeable for, any of the Series C Preferred Parity Securities.

(b) **Dividends and Other Distributions.**

(i) So long as Onvia.com, Inc., a Delaware corporation ("Onvia"), is the holder of all of the outstanding shares of Series C Preferred Stock, Onvia as the holder of the Series C Preferred Stock shall at any time that the Onvia Actual Percentage (defined below) is less than the Onvia Minimum Percentage (defined below) be entitled, not in preference to the holders of Common Stock, but in parity therewith, to receive and participate in all dividends or other distributions (including liquidating distributions), when, as and if declared by the Board of Directors out of funds legally available therefor with respect to the Common Stock. In such event the dividend or distribution shall be in an amount (rounded to the nearest cent) equal to the aggregate per share amount of all cash dividends and distributions, and the aggregate per share amount (payable in kind) of all non-cash dividends or distributions (other than a dividend payable in shares of Common Stock) or a subdivision of the outstanding shares of Common Stock (by reclassification or otherwise), declared on or payable with respect to the Common Stock multiplied by the difference between the Onvia Minimum Percentage and the Onvia Actual Percentage. All payments of dividends or other distributions to the holders of the Common Stock and the Series C Preferred Stock shall be paid or made at or about the same time.

As used herein, the following definitions shall apply:

"Onvia Actual Percentage" shall mean the percentage of the then outstanding capital stock (including shares of Common Stock and shares of Series A Preferred Stock and Series C Preferred Stock assuming such shares were converted into shares of Common Stock) that Onvia owns as of the date that a record is taken for the dividend or other distribution with respect to which the calculation is being made.

"Onvia Minimum Percentage" shall mean one thousandth of one percent (0.001%).

(ii) If Onvia, as the holder of the Series C Preferred Stock, is at any time entitled to receive a portion of the dividend or distribution as the result of the declaration of dividends or distributions with respect to the Common Stock, then the Corporation shall declare a dividend or distribution on the Series C Preferred Stock as provided in subsection (b)(i) immediately after it declares a dividend or distribution on the Common Stock (other than a dividend payable in shares of Common Stock) in the amount required under this subsection (b).

(iii) Except as otherwise provided in this Article IV, the Corporation shall not pay any dividends or other distributions with respect to the Series C Preferred Stock.

(c) **Liquidation, Dissolution or Winding-Up.** Upon any liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, before any payment or distribution shall be made to or set apart for the holders of Common Stock or any shares of other stock ranking junior (upon liquidation, dissolution or winding-up) to the Series C Preferred Stock unless, holders of shares of Series C Preferred Stock shall have first received US$[PRICE PER SHARE] per share. If upon any liquidation, dissolution or winding up of the Corporation, the assets of the Corporation, or the proceeds thereof, distributable among the holders of the shares of Series C Preferred Stock shall be insufficient to pay in full the preferential amount aforesaid and liquidating payments on any Series C Preferred Parity Securities, then such assets, or the proceeds thereof, shall be distributed ratably in accordance with the respective amounts that would be payable on the Series C Preferred Stock and the Series C Preferred Parity Securities upon such liquidation, dissolution or winding-up. Further, if as of the record date for the distribution of the Corporation's remaining net assets to holders of Common Stock the Onvia Actual Percentage is less than the Onvia Minimum Percentage, then Onvia, as holder of all the outstanding shares of Series C Preferred Stock, shall, not in preference to the holders of Common Stock, but in parity therewith, be entitled to receive the distribution which is provided for under subsection (b). Except as provided in this subsection (c), holders of shares of Series C Preferred Stock shall not be entitled to any distribution in the event of liquidation, dissolution or winding up of the affairs of the Corporation. For purposes of subsection (c), (A) a consolidation or merger of the Corporation with one or more corporations, or (B) a sale or transfer of all or substantially all of the Corporation's assets shall not be deemed to be a liquidation, dissolution or winding up of the Corporation.

(d) **Conversion.**

(i) Each share of the Series C Preferred Stock shall be convertible into one (1) share of fully paid non-assessable Common Stock, on a one-for-one basis subject to adjustments in certain events as provided for in this subsection (d) (the "Series C Conversion Rate") at either the election of the holder of the Series C Preferred Stock or, automatically upon either the sale of substantially all of the Corporation's assets or a merger of the Corporation in which the Corporation does not survive such merger.

(ii) The conversion price for such conversion shall be US$[PRICE PER SHARE], subject to any adjustments provided for in this subsection (d) (the "Series C Conversion Price").

(iii) The Series C Conversion Rate shall be subject to positive and negative adjustments from time to time in the event of any Adjustment Event, as such term is defined to include any event described in subparagraphs A-D of this subparagraph (the "Series C Adjustment Event"):

A. the issuance of Common Stock as a dividend or distribution; or

B. the combination, subdivision or reclassification of Common Stock or Common Stock Equivalents (defined below); or

C. the sale of Common Stock at a price, or the issuance of options, warrants or convertible securities with an exercise or conversion price per share, less than the lower of the Series C Conversion Price or the then current market price of the Common Stock (except upon the issuance of options granted to employees, officers, directors, shareholders or consultants pursuant to existing stock option plans and future stock option plans approved by the DSI shareholders) ("Series C Diluting Issues"); or

D. the distribution to all holders of Common Stock of evidences of the Corporation's indebtedness or assets (including securities, but excluding cash dividends or distributions paid out of net income).

(iv) Prior to the occurrence of any Adjustment Event the Series C Conversion Rate shall be adjusted as follows in order to insure that after the occurrence of such Adjustment Event, the holders of Series C Preferred Stock, in the aggregate retain the same proportionate interest in the Common Stock as prior to the Adjustment Event. Such adjustments to the Conversation Rate shall be computed as follows:

A. **Adjustments for Issuance of Common Stock, or Common Stock Equivalents as a Dividend or Distribution**. In the event the Corporation at any time completes a transaction described in subsection (d)(iii)A without a proportionate and corresponding dividend or other distribution to holders of Series C Preferred Stock, then in each such event the Series C Conversion Rate shall be increased as of the time of such issuance by multiplying the Series C Conversion Rate by a fraction computed as follows: (i) the numerator shall be the total number of shares of Common Stock ("x") issued and outstanding (not including any shares described in clause (y) immediately below), immediately prior to the time of such issuance, plus ("y") the number of shares of Common Stock issuable in payment of such dividend or distribution or upon conversion or exercise of such Common Stock Equivalents; and (ii) the denominator shall be the total number of shares of Common Stock issued and outstanding or deemed to be issued and outstanding immediately prior to the time of such issuance.

However, (i) if such Common Stock Equivalents provide, with the passage of time or otherwise, for any decrease in the number of shares of Common Stock issuable upon conversion or exercise thereof, the Series C Conversion Rate computed upon the original issue thereof and any subsequent adjustments based thereon shall, upon any such decrease becoming effective, be recomputed to reflect such decrease insofar as it affects the rights of conversion or exercise of the Common Stock Equivalents then outstanding; or (ii) upon the expiration of any rights of conversion or exercise under any unexercised Common Stock Equivalents, the Series C Conversion Rate computed upon the original issue thereof and any subsequent adjustments based thereon, shall, upon such expiration, be recomputed as if the only additional shares of Common Stock issued were the shares of such stock, if any, actually issued upon the conversion or exercise of such Common Stock Equivalents; or (iii) in the event of issuance of Common Stock Equivalents which expire by their terms not more than sixty (60) days after the date of issuance thereof, no adjustments of the Series C Conversion Rate shall be made until the expiration or exercise of all such Common Stock Equivalents, whereupon such adjustment shall be made in the manner provided in this subsection (d)(iv)A.

B. **Adjustments for Subdivisions, Combinations, Reclassifications of Common Stock or the Sale or Distribution of All or Substantially All of the Corporation's Assets**. In the event the Corporation at any time enters into a transaction more fully described in subsection (d)(iii)B or D above, then and in each such event the Series C Conversion Rate shall be increased or decreased by the same percentage change (increase or decrease) of the value of each share of Common Stock resulting from such Conversion Event. Such percentage change shall be measured on a per share basis by taking the Corporation's net assets prior to such Conversion Event described in this subparagraph and dividing such number by the number of shares of Common Stock outstanding immediately prior to such Conversion Event ("x"). This percentage shall be compared to a percentage calculated by the same method as the calculation of "x" but measured immediately after such Conversion Event, ("y"). The difference between x and y, whether negative or positive shall constitute the change to the Series C Conversion Rate.

C. **Adjustments of Series C Conversion Rate for Diluting Issues**. In the event the Corporation sells or issues any Common Stock or Common Stock Equivalents, at a per share consideration (as defined below) less than the Series C Conversion Price then in effect for the Preferred Stock or enters into any transaction more fully described in subsection (d)(iii)C above, then the Series C Conversion Rate and Series C Conversion Price then in effect shall be adjusted as provided in subparagraphs 1 through 5 of this subsection (d)(iv)C. For the purposes of the foregoing, the per share consideration with respect to the sale or issuance of Common Stock shall be the price per share received by the Corporation, prior to the payment of any expenses, commissions, discounts and other applicable costs.

With respect to the sale or issuance of Common Stock Equivalents which are convertible into or exchangeable for Common Stock without further consideration, the per share consideration shall be determined by dividing the maximum number of shares (as set forth in the instrument relating thereto with regard to any provisions contained therein for subsequent adjustment of such number) of Common Stock issuable with respect to such Common Stock Equivalents into the aggregate consideration received by the Corporation upon the sale or issuance of such Common Stock Equivalents.

With respect to the issuance of other Common Stock Equivalents, the per share consideration shall be determined by dividing the maximum number of shares (as set forth in the instrument relating thereto without regard to any provisions contained therein for subsequent adjustment of such number) of Common Stock issuable with respect to such Common Stock Equivalents into the aggregate consideration received by the Corporation upon the sale or issuance of such Common Stock Equivalents plus the total consideration receivable by the Corporation upon the conversion or exercise of such Common Stock Equivalents.

The issuance of Common Stock or Common Stock Equivalents for no consideration shall be deemed to be an issuance at a per share consideration of $.0001. In connection with the sale or issuance of Common Stock and/or Common Stock Equivalents for non-cash consideration, the amount of consideration shall be determined in good faith by the Board of Directors of the Corporation.

As used in this subsection (d)(iv)C, "Additional Shares of Common Stock" shall mean either shares of Common Stock issued subsequent to the original issue date of the issuance of such stock or, with respect to the issuance of Common Stock Equivalents, the maximum number of shares (as set forth in the instrument relating thereto without regard to any provisions contained therein for subsequent adjustment of such number) of Common Stock issuable in exchange for, upon conversion of, or upon exercise of such Common Stock Equivalents.

Adjustments to the Series C Conversion Rate and/or the Series C Conversion Price under this subsection (d)(iv)C shall be computed as follows:

1. Upon each issuance of Common Stock for per share consideration less than the Series C Conversion Price in effect on the date of such issuance, the Series C Conversion Rate in effect on such date will be adjusted by multiplying it by a fraction to be computed as follows: the denominator of such fraction ("x") shall be the number of shares of Common Stock outstanding immediately prior to the issuance of such Additional Shares of Common Stock plus the number of shares of Common Stock which the aggregate net consideration received by the Corporation for the total number of such Additional Shares of Common Stock so issued would purchase at the Series C Conversion Price then in effect, and the numerator of which ("y") shall be the number of shares of Common Stock outstanding immediately prior to the issuance of such Additional Shares of Common Stock, plus the number of such Additional Shares of Common Stock so issued.

2. Upon each issuance of Common Stock Equivalents, exchangeable without further consideration into Common Stock, for a per share consideration less than the Series C Conversion Price in effect on the date of such issuance, the Series C Conversion Rate in effect on such date will be adjusted as in subparagraph 1 of this subsection (d)(iv)C on the basis that the related Additional Shares of Common Stock are to be treated as having been issued on the date of issuance of the Common Stock Equivalents, and the aggregate consideration received by the Corporation for such Common Stock Equivalents shall be deemed to have been received for such Additional Shares of Common Stock.

3. Upon each issuance of Common Stock Equivalents, other than those described in subparagraph 2, of this subsection (d)(iv)C, for a per share consideration less than the Series C Conversion Price in effect on the date of such issuance, the Series C Conversion Rate in effect on such date will be adjusted as in subparagraph 1 of this subsection (d)(iv)C on the basis that the related Additional Shares of Common Stock are to be treated as having been issued on the date of issuance of such Common Stock Equivalents, and the aggregate consideration received and that receivable by the Corporation on conversion or exercise of such Common Stock Equivalents shall be deemed to have been received for such Additional Shares of Common Stock.

4. Once any Additional Shares of Common Stock have been treated as having been issued for the purpose of this subsection (d)(iv)C, they shall be treated as issued and outstanding shares of Common Stock whenever any subsequent calculations must be made pursuant hereto; provided that on the expiration of any options, warrants or rights to purchase Additional Shares of Common Stock, the termination of any rights to convert or exchange for Additional Shares of Common Stock, or the expiration of any options or rights related to such convertible or exchangeable securities on account of which an adjustment in the Series C Conversion Rate has been made previously pursuant to this subsection (d)(iv)C, the Series C Conversion Rate shall forthwith be readjusted to such Series C Conversion Rate as would have obtained had the adjustment made upon the issuance of such options, warrants, rights, securities or options or rights related to such securities been made upon the basis of the issuance of only the number of shares of Common Stock actually issued upon the exercise of such options, warrants or rights, upon the conversion or exchange of such securities or upon the exercise of the options or rights related to such securities. Any adjustment of the Series C

Conversion Rate shall also cause an appropriate adjustment of the Series C Conversion Price, calculated by dividing the adjusted Series C Conversion Rate into the initial Series C Conversion Price.

5. The foregoing notwithstanding, no adjustment of the Series C Conversion Rate and Series C Conversion Price shall be made as a result of the issuance of any shares of Common Stock pursuant to which the Series C Conversion Rate and/or Series C Conversion Price are adjusted under subsection A or B of this subsection (d)(iv).

(v) No fractional shares of Common Stock shall be issued upon the conversion of Series C Preferred Stock surrendered for conversion. Any shares of Series C Preferred Stock converted resulting in fractional shares of Common Stock shall be redeemed at the then effective Series C Conversion Price per share, which shall be paid as promptly as possible when funds are available for such payment.

(vi) Before any holder of Series C Preferred Stock shall be entitled to convert the Series C Preferred Stock into shares of Common Stock, such holder shall surrender the duly endorsed certificate or certificates representing such shares, and shall give written notice to the Corporation of the name or names in which such holder wishes the certificate or certificates of the shares of Common Stock to be issued. The Corporation shall, as soon as is practicable thereafter, issue and deliver to such holder of Series C Preferred Stock, or to the nominee or nominees of such holder, a certificate or certificates for the number of shares of Common Stock to which the holder of the Series C Preferred Stock shall be entitled. Such conversion shall be deemed to have been made immediately prior to the close of the business day on the date of such surrender of the shares of the Series C Preferred Stock to be converted, and the person, or persons, entitled to receive the shares of the Common Stock issuable upon such conversion shall be treated for all purposes as the record holder, or holders, of such shares of Common Stock at such date.

(vii) Upon conversion of any Series C Preferred Stock, each such share shall be canceled, shall be subject to subsection (e) below and not subject to reissuance as Series C Preferred Stock.

(viii) As used in this subsection (d), "<u>Common Stock Equivalents</u>" shall mean equity or debt securities convertible, exchangeable or exercisable for Common Stock.

(e) **<u>Voting Rights</u>.** The holders of each of Series C Preferred Stock shall have the right to one vote for each share of Common Stock into which such Series C Preferred Stock could then be converted, and with respect to such vote, such holder shall have full voting rights and powers equal to the voting rights and powers of the holders of the Common Stock.

(f) **<u>Reacquired Shares</u>.** Any shares of Series C Preferred Stock converted into Common Stock purchased or otherwise acquired by the Corporation in any manner whatsoever shall be retired and cancelled promptly after the acquisition thereof. All such shares shall, upon their cancellation, become authorized but unissued shares of Preferred Stock and may be reissued as part of a new series of Preferred Stock to be created by resolution or resolutions of the Board of Directors, subject to the conditions and restrictions on issuance set forth herein.

(g) **Consolidation, Merger, Etc.** In case the Corporation shall enter into any consolidation, merger, combination or other transaction in which the shares of Common Stock are exchanged for or changed into other stock or securities, cash and/or any other property, then in any such case, the shares of Series C Preferred Stock shall at the same time be similarly exchanged or changed in an amount per share (subject to the provision for adjustment hereinafter set forth) equal to the aggregate amount of stock, securities, cash and/or any other property (payable in kind), as the case may be, into which or for which each share of Common Stock is changed or exchanged as if the Series C Preferred Stock had been converted immediately prior to such transaction.

(h) **Redemption.**

(i) **Redemption Date and Price.** The Corporation may, on any date (a "Redemption Date") determined the Board of Directors (provided that funds are legally available to do so), redeem in whole the Series C Preferred Stock by paying in cash therefor a sum equal to US$[PRICE PER SHARE] per share (as adjusted for any stock dividends, combinations or splits with respect to such shares) plus all declared or accumulated but unpaid dividends on such shares (the "Redemption Price"). Any redemption effected pursuant to this paragraph (h) shall be made on a pro rata basis among the holders of the Series C Preferred Stock based upon the total Redemption Price applicable to each holder's shares of Series C Preferred Stock.

(ii) **Procedure.** At least fifteen (15) but no more than thirty (30) days prior to each Redemption Date, written notice shall be mailed, first class postage prepaid, to each holder of record (at the close of business on the business day next preceding the day on which notice is given) of the Series C Preferred Stock to be redeemed, at the address last shown on the records of the Corporation for such holder, notifying such holder of the redemption to be effected, specifying the number of shares to be redeemed from such holder, the Redemption Date, the applicable Redemption Price, the place at which payment may be obtained and calling upon such holder to surrender to the Corporation, in the manner and at the place designated, such holder's certificate or certificates representing the shares to be redeemed (the "Redemption Notice"). Except as provided in paragraph (h)(iii), on or after the Redemption Date, each holder of Series C Preferred Stock to be redeemed shall surrender to the Corporation the certificate or certificates representing such shares, in the manner and at the place designated in the Redemption Notice, and thereupon the Redemption Price of such shares shall be payable in cash to the order of the person whose name appears on such certificate or certificates as the owner thereof and each surrendered certificate shall be cancelled.

(iii) **Effect of Redemption; Insufficient Funds.** From and after the Redemption Date, unless there shall have been a default in payment of the Redemption Price, all rights of the holders of shares of Series C Preferred Stock designated for redemption in the Redemption Notice as holders of such Preferred Stock (except the right to receive the applicable Redemption Price without interest upon surrender of their certificate or certificates) shall cease with respect to such shares, and such shares shall not thereafter be transferred on the books of the Corporation or be deemed to be outstanding for any purpose whatsoever. If funds of the Corporation legally available for redemption of shares of Series C Preferred Stock on any Redemption Date are insufficient to redeem the total number of shares of Series C Preferred Stock to be redeemed on such date, those funds which are legally available will be used to redeem the maximum possible number of such shares ratably among the holders of such shares to be redeemed based upon the total Redemption Price applicable to each such holder's shares of Series C Preferred Stock which are subject to redemption on such Redemption Date. At any time thereafter when additional funds of the Corporation are legally available for the redemption of shares of Series C Preferred Stock, such funds will immediately be used to redeem the balance of the shares which the Corporation has become obliged to redeem on any Redemption Date but which it has not redeemed.

(i) **Amendment.** The Restated Articles of Incorporation shall not be amended in any manner that would materially alter or change the powers, preferences or special rights of the Series C Preferred Stock so as to affect them adversely without the affirmative vote of the holders of two-thirds of the outstanding shares of Series C Preferred Stock, voting together as a single class.

THIRD: Adoption of Amendment to Articles of Incorporation.

These Articles of Amendment to Articles of Incorporation and the amendments to the Corporation's Articles of Incorporation set forth herein were adopted and approved by the Corporation's Board of Directors on November ____, 2000, pursuant to Section 607.0602 of the Florida Business Corporation Act, without shareholder approval as shareholder approval is not required.

IN WITNESS WHEREOF, these Articles of Amendment to Articles of Incorporation have been executed by the undersigned duly authorized officer of the Corporation as of the ___ day of November, 2000.

DEMANDSTAR.COM, INC.

By:________________________
Name:
Title: Director

EXHIBIT D-1

FORM OF RAMOS EMPLOYMENT AGREEMENT AMENDMENT

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This Amended and Restated Employment Agreement (this "**Amended Agreement**") is made and entered into as of November 20, 2000, by and between DEMANDSTAR.COM, INC., a Florida corporation, f/k/a Information On Demand, Inc. (the "**Company**") and O. F. Ramos (the "**Executive**") (the Company and the Executive are sometimes hereinafter referred to individually as a "**Party**" and collectively as "**Parties**").

RECITALS

A. WHEREAS, on November 1, 1999, Company and Executive entered into an employment agreement (the "**Employment Agreement**"); and

B. WHEREAS, Company and Executive desire to amend and restate the Employment Agreement as hereinafter set forth, which amendment and restatement is subject to the closing of a merger (the "**Merger**") between the Company and Onvia.com, Inc., a Delaware corporation ("**Onvia**"), pursuant to that certain Agreement and Plan of Merger dated November 20, 2000 (the "**Merger Agreement**").

NOW THEREFORE, in consideration of Executive's future contribution to the Company, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed that as of the Effective Time (as defined in the Merger Agreement), the Employment Agreement will be amended and restated as follows:

1. Employment.

1.1 Employment and Term. The Company hereby agrees to employ the Executive and the Executive hereby agrees to serve the Company on the terms and conditions set forth herein, this Amended Agreement having been duly authorized and approved by the Company's Board of Directors.

1.2 Duties of Executive. During the term of this Amended Agreement, the Executive shall serve as the Vice President, General Manager of Governmental Operations of Onvia, and shall diligently perform all reasonable and appropriate services as may be assigned to him by the President or Chief Executive Officer of Onvia, and shall exercise such power and authority as may from time to time be delegated to him by the President, Chief Executive Officer or the Board of Directors of Onvia. The Executive shall devote his full time and attention to the business and affairs of the Company, render such services to the best of his ability, and use his best efforts to promote the interests of the Company.

2. Term.

2.1 Initial Term. The initial term of the Employment Agreement, and the employment of the Executive hereunder, commenced on November 1, 1999 (the "**Commencement Date**") and shall expire on December 31, 2002, unless sooner terminated in accordance with Section 5 (the "**Initial Term**"). The period during which the Executive shall be employed by the Company pursuant to the terms of this Amended Agreement is sometimes referred to herein as the "**Term of Employment**."

2.2 Renewal Terms. At the end of the Initial Term, the Term of Employment under this Amended Agreement shall automatically renew for successive one year terms (the "**Renewal Term**") and continue until terminated by either of the Parties as provided for in Section 5.

2.3 Expiration Date. The date on which this Amended Agreement and Term of Employment shall expire (including the date on which any renewal term shall expire) is sometimes referred to in this Amended Agreement as the "**Expiration Date**."

3. Compensation.

3.1 Base Salary. The Executive shall receive a base salary at the annual rate of One Hundred Sixty Thousand Dollars ($160,000) (the "**Base Salary**") during the Term of Employment, with such Base Salary payable in installments consistent with the Company's normal payroll schedule, subject to applicable withholding and other taxes. The Base Salary also shall be reviewed, at least annually, for merit and cost of living adjustment increases and may, by action and in the discretion of the Board of Directors of Onvia, be increased at any time or from time to time.

3.2 Bonuses. During the Term of Employment, the Executive shall be eligible to receive quarterly bonuses up to twenty-five percent (25%) of the then current quarterly Base Salary ("**Incentive Compensation**") based on achieving goals set by the Board of Directors of Onvia or any duly authorized committee thereof (the "**Goals**"). The Goals and bonus will be graduated in nature. Each period for which Incentive Compensation is payable in respect of the Goals is sometimes hereinafter referred to as a "Bonus Period."

4. Expense Reimbursement and Other Benefits.

4.1 Reimbursement of Expenses. During the Term of Employment hereunder, upon the submission of proper substantiation by the Executive, and subject to such rules and guidelines as the Company may from time to time adopt, the Company shall reimburse the Executive for all reasonable expenses actually paid or incurred by the Executive in the course of and pursuant to the business of the Company. The Executive shall account to the Company in writing for all expenses for which reimbursement is sought and shall supply to the Company copies of all relevant invoices, receipts or other evidence reasonably requested by the Company.

4.2 Compensation/Benefit Programs. During the Term of Employment hereunder, either the Company or Onvia, as appropriate (as determined by the Chief Executive Officer of Onvia), shall provide to the Executive the same benefits that the Company or Onvia makes generally available to its employees (e.g., participation in the 401(k) plan, stock option plan, employee stock purchase plan and cash incentive programs), subject to the Executive's satisfaction of the respective eligibility requirements for such benefits. In respect of all such benefits, the Company or Onvia shall retain the discretion to determine the amount or value of the benefit to Executive, if such benefit is discretionary in nature in respect of similarly situated personnel of the Company or Onvia.

4.3 Working Facilities. The Company shall furnish the Executive with access to facilities and services suitable to his position and adequate for the performance of his duties hereunder.

4.4. Stock Options. Pursuant to the Employment Agreement and for services rendered as a director of the Company, the Company previously granted Executive options to purchase up to 1,000,000 shares of the Company's common stock (the "**DSI Options**"). Effective upon the closing of the Merger, the DSI Options shall be converted into the number of options for purchase of Onvia common stock pursuant to the conversion formula set forth in the Merger Agreement (the "**Conversion Options**"). The Conversion Options shall be qualified options, to the extent permissible under applicable law, and any Conversion Options that cannot be qualified options, shall be non-qualified options. The Conversion Options shall have the vesting schedule(s) and the exercise price(s) set forth in the Amended and Restated Stock Option Agreements (as defined in the Merger Agreement) to be executed by the Parties on even date herewith.

4.5 Other Benefits. The Executive shall be entitled to three weeks of vacation each calendar year during the Term of Employment, to be taken at such times as the Executive and the Company shall mutually determine and provided that no vacation time shall interfere with the duties required to be rendered by the Executive hereunder. The Executive shall receive such additional benefits, if any, as the Board of Directors of Onvia shall from time to time determine.

4.6 Relocation. The Company shall pay for all relocation expenses incurred by the Executive if the Company and Executive agree that Executive should relocate.

5. Termination.

5.1 Termination for Cause. The Company shall at all times have the right, upon written notice to the Executive, to terminate the Executive's employment hereunder for cause. For purposes of this Amended Agreement, the term "cause" shall mean: (a) an action or omission of the Executive which constitutes a willful and intentional material breach of this Amended Agreement which is not cured within thirty (30) days after receipt by the Executive of written notice of same, (b) fraud, embezzlement, misappropriation of funds or breach of trust in connection with his services hereunder, (c) conviction of any crime which involves dishonesty or a breach of trust, or (d) gross negligence in connection with the performance of the Executive's duties hereunder. Any termination for cause shall be made in writing to the Executive, which notice shall set forth in detail all acts or omissions upon which the Company is relying for such termination. The Executive shall have the right to address the Board of Directors of Onvia and the Company regarding the acts set forth in the notice of termination. Upon any termination pursuant to this Subsection 5.1, the Company shall pay to the Executive his Base Salary to the date of termination. The Company shall have no further liability hereunder other than for: (i) reimbursement for reasonable business expenses incurred prior to the date of termination, subject, however, to the provisions of Subsection 4.1, and (ii) payment of compensation for unused vacation days that have accumulated during the calendar year in which such termination occurs.

5.2 Disability. The Company shall at all times have the right, upon written notice to the Executive, to terminate the Executive's employment hereunder, if the Executive shall become entitled to benefits under the Company's Long Term Disability Plan as then in effect, or, if the Executive shall as the result of mental or physical incapacity, illness or disability, become unable to perform his obligations hereunder for a period of 180 days in any 12-month period. The Company shall have sole discretion based upon competent medical advice to determine whether the Executive continues to be disabled. Upon any termination pursuant to this Subsection 5.2, the Company shall: (a) pay to the Executive any unpaid Base Salary through the effective date of termination specified in such notice, (b) pay to the Executive his accrued and declared but unpaid Incentive Compensation, if any, for any Bonus Period ending on or before the date of termination of the Executive's employment with the Company, and (c) pay to the Executive (within forty-five (45) days after the end of the Bonus Period in which such termination occurs) a prorata portion (based upon the Bonus Period ending on the date of termination of the Executive's employment hereunder) of the Incentive Compensation, if any, for the Bonus Period in which such termination occurs, as calculated pursuant to the Goals; provided that the Goals for each period used in the calculation of the Executive's Incentive Compensation, shall be based on: (i) the portion of the Bonus Period through the end of the Bonus Period in which such termination occurs and (ii) unaudited financial information prepared in accordance with generally accepted accounting principles, applied consistently with prior periods, as approved and reviewed by the Board of Directors of Onvia. The Company shall have no further liability hereunder other than for: (x) reimbursement for reasonable business expenses incurred prior to the date of termination, subject, however to the provisions of Subsection 4.1, and (y) payment of compensation for unused vacation days that have accumulated during the calendar year in which such termination occurs.

5.3 Death. In the event of the death of the Executive during the Term of Employment hereunder, the Company shall: (a) pay to the estate of the deceased Executive any unpaid Base Salary through the Executive's date of death, (b) pay to the estate of the deceased Executive his accrued and declared but unpaid Incentive Compensation, if any, for any Bonus Period ending on or before the Executive's date of death, (c) pay to the estate of the deceased Executive (within forty-five (45) days after the end of the Bonus Period in which his death occurs) a prorata portion (based upon the Bonus Period ending on the date of death) of the Incentive Compensation, if any, for the Bonus Period in which his death occurs, as calculated pursuant to the terms of the Goals; provided that, the Goals for each Bonus Period used in the calculation of the Executive's Incentive Compensation shall be based on: (i) the portion of the Bonus Period through the end of the Bonus Period in which the Executive's death occurs, and (ii) unaudited financial information prepared in accordance with generally accepted accounting principles, applied consistently with prior periods, as approved and reviewed by the Board of Directors of Onvia. The Company shall have no further liability hereunder other than for: (x) reimbursement for reasonable business expenses incurred prior to the date of the Executive's death, subject, however to the provisions of Subsection 4.1, and (y) payment of compensation for unused vacation days that have accumulated during the calendar year in which such termination occurs.

5.4 Termination Without Cause. Neither the Company nor the Executive shall have the right to terminate Executive's employment for six (6) months following the Closing Date. Thereafter, both the Company and the Executive shall have the right to terminate the Executive's employment without cause during the Term of Employment and any Renewal Term thereof without cause with sixty (60) days advance written notice to the non-terminating Party (the "**Termination Notice**"). Upon any termination pursuant to this Subsection 5.4 that is not a termination under any of Subsections 5.1, 5.2, 5.3 or 5.6, the Company shall:

a. pay to the Executive any unpaid Base Salary through the effective date of termination specified in such notice;

b. pay to the Executive his accrued and declared but unpaid Incentive Compensation, if any, for any Bonus Period ending on or before the date of the termination of the Executive's employment with the Company;

c. pay to the Executive (within forty-five (45) days after the end of the Bonus Period in which such termination occurs) a prorata portion (based upon the Bonus Period ending on the date of termination of the Executive's employment hereunder) of the Incentive Compensation, if any, for the Bonus Period in which such termination occurs, as calculated pursuant to the Goals; provided that the Goals for each period used in the calculation of the Executive's Incentive Compensation, shall be based on: (i) the portion of the Bonus Period through the end of the Bonus Period in which such termination occurs, and (ii) unaudited financial information prepared in accordance with generally accepted accounting principles, applied consistently with prior periods, as approved and reviewed by the Board of Directors of Onvia; and

d. pay to the Executive a lump sum payment equal to six (6) months of Executive's Base Salary as in effect on the day the Termination Notice is given within fourteen (14) days following the date of termination as specified in the Termination Notice.

The Company shall have no further liability hereunder other than for: (x) reimbursement for reasonable business expenses incurred prior to the date of termination, subject, however to the provisions of such Subsection 4.1 and (y) payment of compensation for unused vacation days that have accumulated during the calendar year in which such termination occurs.

5.5 Survival. The provisions of this Section 5 shall survive the termination or expiration of this Amended Agreement, as applicable.

6. Restrictive Covenants.

6.1 Non-competition. At all times while the Executive is employed by the Company and for a two (2) year period after the termination of the Executive's employment with the Company for any reason, the Executive shall not, directly or indirectly, engage in or have any interest in any sole proprietorship, partnership, corporation or business or any other person or entity (whether as an employee, officer, director, partner, agent, security holder, creditor, consultant or otherwise) that directly or indirectly (or through any affiliated entity) engages in a business directly or indirectly in competition with the Company's business in the United States, Canada or any foreign market (as such business is described in the Company's prospectus dated March 27, 2000 relating to its rights offering); provided that such provision shall not apply to (i) the Executive's ownership of Common Stock of the Company or the acquisition by the Executive, solely as an investment, of securities of any issuer that is registered under Section 12(b) or 12(g) of the Securities Exchange Act of 1934, as amended, and that are listed or admitted for trading on any United States national securities exchange or that are quoted on the National Association of Securities Dealers Automated Quotations System, or any similar system of automated dissemination of quotations of securities prices in common use, so long as the Executive does not control, acquire a controlling interest in or become a member of a group which exercises direct or indirect control of, more than five percent of any class of capital stock of such issuer, or (ii) investments made by any private equity fund in which the Executive has a direct or indirect participation, provided that the Executive's equity ownership in such equity fund does not exceed fifteen (15%) percent.

6.2 Nondisclosure. The Executive shall not at any time divulge, communicate, use to the detriment of the Company or for the benefit of any other person or persons, or misuse in any way, any Confidential Information (as hereinafter defined) pertaining to the business of the Company. Any Confidential Information or data now or hereafter acquired by the Executive with respect to the business of the Company (which shall include, but not be limited to, information concerning the Company's financial condition, prospects, technology, customers, suppliers, sources of leads and methods of doing business) shall be deemed a valuable, special and unique asset of the Company that is received by the Executive in confidence and as a fiduciary, and Executive shall remain a fiduciary to the Company with respect to all of such information. For purposes of this Amended Agreement, "Confidential Information" means information disclosed to the Executive or known by the Executive as a consequence of or through his employment by the Company (including information conceived, originated, discovered or developed by the Executive) prior to or after the date hereof, and not generally known, about the Company or its business. Notwithstanding the foregoing, nothing herein shall be deemed to restrict the Executive from disclosing Confidential Information to the extent required by law.

6.3 Nonsolicitation of Employees and Clients. At all times while the Executive is employed by the Company and for a two (2) year period after the termination of the

Executive's employment with the Company for any reason, the Executive shall not, directly or indirectly, for himself or for any other person, firm, corporation, partnership, association or other entity: (a) employ or attempt to employ or enter into any contractual arrangement with any employee or former employee of the Company, unless such employee or former employee has not been employed by the Company for a period in excess of six months, and/or (b) call on or solicit any of the actual or targeted prospective clients of the Company on behalf of any person or entity in connection with any business competitive with the business of the Company, nor shall the Executive make known the names and addresses of such clients or any information relating in any manner to the Company's trade or business relationships with such customers, other than in connection with the performance of Executive's duties under this Amended Agreement.

6.4 Ownership of Developments. All copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, or works of authorship developed or created by Executive during the course of performing work for the Company or its clients (collectively, the "**Work Product**") shall belong exclusively to the Company and shall, to the extent possible, be considered a work made by the Executive for hire for the Company within the meaning of Title 17 of the United States Code. To the extent the Work Product may not be considered work made by the Executive for hire for the Company, the Executive agrees to assign, and automatically assign at the time of creation of the Work Product, without any requirement of further consideration, any right, title, or interest the Executive may have in such Work Product. Upon the request of the Company, the Executive shall take such further actions, including execution and delivery of instruments of conveyance, as may be appropriate to give full and proper effect to such assignment.

6.5 Books and Records. Unless Executive remains a director of the Company, if applicable, all books, records, and accounts relating in any manner to the customer or clients of the Company, whether prepared by the Executive or otherwise coming into the Executive's possession, shall be the exclusive property of the Company and shall be returned immediately to the Company on termination of the Executive's employment hereunder or on the Company's request at any time.

6.6 Definition of Company. Solely for purposes of this Section 6, the term "Company" also shall include the Company, Onvia, any existing or future subsidiaries of the Company or Onvia that are operating during the time periods described herein and any other entities that directly or indirectly, through one or more intermediaries, control, are controlled by or are under common control with the Company or Onvia during the periods described herein.

6.7 Acknowledgment by Executive. The Executive acknowledges and confirms that the length of the term of the provisions of this Section 6 and the geographical restrictions contained in Subsection 6.1 are fair and reasonable and not the result of overreaching, duress or coercion of any kind. The Executive further acknowledges and confirms that his full, uninhibited and faithful observance of each of the covenants contained in this Section 6 will not cause him any undue hardship, financial or otherwise, and that enforcement of each of the covenants contained herein will not impair his ability to obtain employment commensurate with his abilities and on terms fully acceptable to him or otherwise to obtain income required for the comfortable support of him and his family and the satisfaction of the needs of his creditors. The Executive acknowledges and confirms that his special knowledge of the business of the Company is such as would cause the Company serious injury or loss if he were to use such ability and knowledge to the benefit of a competitor or were to compete with the Company in violation of the terms of this Section 6.

6.8 Reformation by Court. In the event that a court of competent jurisdiction shall determine that any provision of this Section 6 is invalid or more restrictive than permitted under the governing law of such jurisdiction, then only as to enforcement of this Section 6 within the jurisdiction of such court, such provision shall be interpreted and enforced as if it provided for the maximum restriction permitted under such governing law.

6.9 Extension of Time. If the Executive shall be in violation of any provision of this Section 6, then each time limitation set forth in this Section 6 shall be extended for a period of time equal to the period of time during which such violation or violations occur. If the Company seeks injunctive relief from such violation in any court, then the covenants set forth in this Section 6 shall be extended for a period of time equal to the pendency of such proceeding including all appeals by the Executive.

6.10 Survival. The provisions of this Section 6 shall survive the termination or expiration of this Amended Agreement, as applicable.

7. Injunction. It is recognized and hereby acknowledged by the parties hereto that a breach by the Executive of any of the covenants contained in Section 6 of this Amended Agreement will cause irreparable harm and damage to the Company, the monetary amount of which may be virtually impossible to ascertain. As a result, the Executive recognizes and hereby acknowledges that the Company shall be entitled to an injunction from any court of competent jurisdiction enjoining and restraining any violation of any or all of the covenants contained in Section 6 of this Amended Agreement by the Executive or any of his affiliates, associates, partners or agents, either directly or indirectly, and that such right to injunction shall be cumulative and in addition to whatever other remedies the Company may possess.

8. Assignment. Neither party shall have the right to assign or delegate his rights or obligations hereunder, or any portion thereof, to any other person.

9. Governing Law. This Amended Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

10. Entire Agreement. This Amended Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and, upon its effectiveness, shall supersede all prior agreements, understandings and arrangements, both oral and written, between the Executive and the Company (or any of its affiliates) with respect to such subject matter. This Amended Agreement may not be modified in any way unless by a written instrument signed by both the Company and the Executive.

11. Notices. All notices required or permitted to be given hereunder shall be in writing and shall be personally delivered by courier, sent by registered or certified mail, return receipt requested or sent by confirmed facsimile transmission addressed as set forth herein. Notices personally delivered, sent by facsimile or sent by overnight courier shall be deemed given on the date of delivery and notices mailed in accordance with the foregoing shall be deemed given upon the earlier of receipt by the addressee, as evidenced by the return receipt thereof, or three (3) days after deposit in the U.S. Mail. Notice shall be sent: (a) if to the Company, addressed to Onvia, 1260 Mercer Street, Seattle, Washington 98109, Attention: Legal Counsel, and (b) if to the Executive, to his address as reflected on the payroll records of the Company, or to such other address as either party hereto may from time to time give notice of to the other.

12. Benefits; Binding Effect. This Amended Agreement shall be for the benefit of and binding upon the parties hereto and their respective heirs, personal representatives, legal representatives, successors and, where applicable, assigns, including, without limitation, any successor to the Company, whether by merger, consolidation, sale of stock, sale of assets or otherwise.

13. Severability. The invalidity of any one or more of the words, phrases, sentences, clauses or sections contained in this Amended Agreement shall not affect the validity and enforceability of the remaining portions of this Amended Agreement or any part thereof, all of which are inserted conditionally on their being valid in law, and, in the event that any one or more of the words, phrases, sentences, clauses or sections contained in this Amended Agreement shall be declared invalid by a court of competent jurisdiction, this Amended Agreement shall be construed as if such invalid word or words, phrase or phrases, sentence or sentences, clause or clauses, or section or sections had not been inserted. If such invalidity is caused by length of time or size of area, or both, the otherwise invalid provision will be considered to be reduced to a period or area which would cure such invalidity.

14. Waivers. The waiver by either party hereto of a breach or violation of any term or provision of this Amended Agreement shall not operate nor be construed as a waiver of any subsequent breach or violation.

15. Damages. Nothing contained herein shall be construed to prevent the Company or the Executive from seeking and recovering from the other damages sustained by either or both of them as a result of its or his breach of any term or provision of this Amended Agreement. In the event that either Party hereto brings suit for the collection of any damages resulting from, or the injunction of any action constituting, a breach of any of the terms or provisions of this Amended Agreement, then the Party found to be at fault shall pay all reasonable court costs and attorneys' fees of the other Party.

16. Section Headings. The section headings contained in this Amended Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Amended Agreement.

17. Third Party Beneficiary. Nothing expressed or implied in this Amended Agreement is intended, or shall be construed, to confer upon or give any person other than the Company, Onvia, the Parties hereto and their respective heirs, personal representatives, legal representatives, successors and assigns, any rights or remedies under or by reason of this Amended Agreement. Onvia shall be an intended third-party beneficiary of this Amended Agreement.

18. Effective Time. This Amended Agreement shall become effective immediately prior to the Effective Time (as defined in the Merger Agreement) and may not be amended, modified or changed without the prior written consent of Onvia. If the Merger Agreement is terminated, this Amended Agreement shall be of no further force and effect and the Employment Agreement shall remain in full force and effect.

19. Counterparts. This Agreement may be executed in one or more counterparts, and by facsimile, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that all parties need not sign the same counterpart.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Amended and Restated Employment Agreement as of the date first above written.

COMPANY

DEMANDSTAR, INC.

By: ______________________________
Bernard B. Markey
Chairman of the Board

EXECUTIVE

O. F. Ramos
____
O. F. Ramos

This Agreement, including all of the Company's obligators hereunder, will be assumed by Onvia as of the Closing Date.

ONVIA.COM, INC.

By: ______________________________

Name: ______________________________

Its: ______________________________

ORLANDO/GLUCKMANK/122270/2mc#05!.DOC/

IN WITNESS WHEREOF, the undersigned have executed this Amended and Restated Employment Agreement as of the date first above written.

COMPANY

DEMANDSTAR, INC.

By: ______________________
Bernard B. Markey
Chairman of the Board

EXECUTIVE

____
O. F. Ramos

This Agreement, including all of the Company's obligators hereunder, will be assumed by Onvia as of the Closing Date.

ONVIA.COM, INC.

By: ______________________

Name: ______________________

Its: ______________________

ORLANDO/GLUCKMANK/122270/2me#03! DOC/

IN WITNESS WHEREOF, the undersigned have executed this Amended and Restated Employment Agreement as of the date first above written.

COMPANY

DEMANDSTAR, INC.

By: ______________________________
Bernard B. Markey
Chairman of the Board

EXECUTIVE

____
O. F. Ramos

This Agreement, including all of the Company's obligators hereunder, will be assumed by Onvia as of the Closing Date.

ONVIA.COM, INC.

By: ______________________________

Name: Andrew Min

Its: Legal Counsel

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EXHIBIT D-2

FORM OF RAMOS OPTION AGREEMENT AMENDMENT

DEMANDSTAR.COM, INC.

AMENDED AND RESTATED
STOCK OPTION AGREEMENT
FOR
O. F. RAMOS

AGREEMENT

THIS AMENDED AND RESTATED STOCK OPTION AGREEMENT (this "**Agreement**") is made and entered into as of November 20, 2000 by and between **DEMANDSTAR.COM, INC.**, a Florida corporation (the "**Company**") and **O. F. RAMOS** (the "**Optionee**"). This Agreement amends and restates in its entirety the Stock Option Agreement, dated November 1, 1999, between the Company and Optionee (the "**Original Qualified Agreement**"). The Company and the Optionee are sometimes hereinafter referred to individually as a "**Party**" and collectively as "**Parties**").

RECITALS

A. WHEREAS, on November 1, 1999, the Parties entered into the Original Qualified Agreement detailing the grant by the Company to the Optionee of incentive stock options to purchase up to 400,000 shares of the Company's common stock; and

B. WHEREAS, Company and Executive desire to amend and restate the Original Qualified Agreement as hereinafter set forth, which amendment and restatement is subject to the closing of a merger (the "**Merger**") between the Company and Onvia.com, Inc., a Delaware corporation ("**Onvia**"), pursuant to that certain Agreement and Plan of Merger dated November 20, 2000 (the "**Merger Agreement**").

NOW THEREFORE, in consideration of the Optionee's future contribution to the Company, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed that as of the Effective Time (as defined in the Merger Agreement), the Original Qualified Agreement will be amended and restated as follows:

1. Grant of Option. As of November 1, 1999 (the "Date of Grant"), the Company granted to Optionee an option (the "Option") to purchase up to 400,000 shares of the Company's Common Stock, $.01 par value per share (the "Shares"), at an exercise price per share equal to $1.00 (the "Exercise Price"). The terms and conditions of the Option, as originally stated and awarded, shall remain unchanged unless otherwise reflected herein. The Option was issued pursuant to the Company's 1999 Employee Incentive Compensation Plan (the "Plan"), which is incorporated herein for all purposes. The Option is an Incentive Stock Option, and not a nonqualified stock option. The Optionee hereby acknowledges receipt of a copy of the Plan and agrees to be bound by all of the terms and conditions hereof and thereof.

2. Definitions. Unless otherwise provided herein, terms used herein that are defined in the Plan and not defined herein shall have the meanings attributed to them in the Plan.

3. Exercise Schedule. (a) Except as otherwise provided in Sections 6 or 9 of this Agreement, or in the Plan, the Option is exercisable in installments as provided below, which shall be cumulative. To the extent that the Option has become exercisable with respect to an amount of Shares as provided below, the Option may thereafter be exercised by the Optionee, in whole or in part, at any time or from time to time prior to the expiration of the Option as provided herein. The following indicates each date (the "Vesting Date") upon which the Optionee shall be entitled to exercise the Option with respect to the amount of Shares granted as indicated, provided that the Optionee has been continuously employed by the Company or a Subsidiary through and on the applicable Vesting Date:

(i) 200,000 as of the Closing Date (as defined in the Merger Agreement;

(ii) 30,000 of the then unvested options shall vest and become exercisable on the sixth month anniversary of the Closing Date;

(iii) 4,048 of the then unvested options shall vest on each monthly anniversary of the Closing Date commencing in the seventh month after the Closing Date for a period of forty-one (41) months thereafter; and

(iv) 4,032 of the then unvested options shall vest on the forty-second month anniversary of the Closing Date.

Except as otherwise specifically provided herein, there shall be no proportionate or partial vesting in the periods prior to each Vesting Date, and all vesting shall occur only on the appropriate Vesting Date. Upon Optionee's termination of employment with the Company and its Subsidiaries, any unvested portion of the Option shall terminate and be null and void.

4. Method of Exercise. This Option shall be exercisable in whole or in part in accordance with the exercise schedule set forth in Section 3 hereof by written notice which shall state the election to exercise the Option, the number of Shares in respect of which the Option is being exercised, and such other representations and agreements as to the holder's investment intent with respect to such Shares as may be required by the Company pursuant to the provisions of the Plan. Such written notice shall be signed by the Optionee and shall be delivered in person or by certified mail to the President of the Company. The written notice shall be accompanied by payment of the Exercise Price. This Option, or portion thereof, shall be deemed to be exercised after both (a) receipt by the Company of such written notice accompanied by the Exercise Price and (b) arrangements that are satisfactory to the Committee in its sole discretion have been made for Optionee's payment to the Company of the amount, if any, that is necessary to be withheld in accordance with applicable Federal or state withholding requirements. No Shares will be issued

pursuant to the Option unless and until such issuance and such exercise shall comply with all relevant provisions of applicable law, including the requirements of any stock exchange upon which the Shares then may be traded.

5. Method of Payment. Payment of the exercise price shall be by any of the following, or a combination thereof, at the election of the Optionee: (a) cash; (b) check; or (c) such other consideration or in such other manner as may be determined by the Board of Directors of Onvia or the Committee in its absolute discretion.

6. Termination of Option. Any unexercised portion of the Option shall automatically and without notice terminate and become null and void at the time of the earliest to occur of:

(a) three (3) months after the date on which the Optionee's employment with the Company and its Subsidiaries is terminated for any reason other than by reason of (A) "cause" (as defined in Optionee's Amended and Restated Employment Agreement of even date herewith), (B) a mental or physical disability (within the meaning of Section 22(e) of the Internal Revenue Code of 1986, as amended) of the Optionee as determined by a medical doctor satisfactory to the Committee, or (C) death;

(b) immediately upon the termination of the Optionee's employment with the Company and its Subsidiaries for cause;

(c) twelve (12) months after the date on which the Optionee's employment with the Company is terminated by reason of a mental or physical disability (within the meaning of Section 22(e) of the Internal Revenue Code of 1986, as amended) as determined by a medical doctor satisfactory to the Committee;

(d) twelve (12) months after the date of termination of the Optionee's employment with the Company and its Subsidiaries by reason of the death of the Optionee (or if later, three months after the date on which the Optionee shall die if such death shall occur during the one year period specified in paragraph (c) of this Section 6); or

(e) the tenth anniversary of the Date of Grant.

Also, the Committee in its sole discretion may by giving written notice (the "cancellation notice") cancel, effective upon the date of the consummation of any Corporate Transaction described in Subsection 9(b)(ii) of the Plan, any Option that remains unexercised on such date. Such cancellation notice shall be given a reasonable period of time prior to the proposed date of such cancellation and may be given either before or after approval of such Corporate Transaction.

7. Transferability. The Option is not transferable otherwise than by will or the laws of descent and distribution, and during the lifetime of the Optionee the Option shall be

exercisable only by the Optionee. The terms of this Option shall be binding upon the executors, administrators, heirs, successors and assigns of the Optionee.

8. No Rights of Stockholders. Neither the Optionee nor any personal representative (or beneficiary) shall be, or shall have any of the rights and privileges of, a stockholder of the Company with respect to any Shares purchasable or issuable upon the exercise of the Option, in whole or in part, prior to the date of exercise of the Option.

9. Acceleration of Exercisability of Option. The following shall apply in the event of a Change in Control (as defined in the Plan) of the Company (other than the Merger) or Onvia that may occur subsequent to the Merger: (a) 25% of the then unvested Option shall immediately vest and be fully exercisable at the time of the Change of Control, with the remainder continuing to vest on a prorata basis in accordance with the vesting schedule provided herein; and (b) if the Optionee's employment is terminated by the Company other than for cause within 12 months following a Change of Control, then 100% of the remaining unvested options will vest at the time of the termination.

10. Incentive Stock Option Treatment. The terms of this Option shall be interpreted in a manner consistent with the intent of the Company and the Optionee that the Option qualify as an Incentive Stock Option under Section 422 of the Code. If any provision of the Plan or the Agreement shall be impermissible in order for the Option to qualify as an Incentive Stock Option, then the Option shall be construed and enforced as if such provision had never been included in the Plan or the Option.

11. Tax Consequences. Set forth below is a brief summary as of the date of this Option of some of the federal tax consequences of exercise of this Option and disposition of the Shares. THIS SUMMARY IS NECESSARILY INCOMPLETE, AND THE TAX LAWS AND REGULATIONS ARE SUBJECT TO CHANGE. OPTIONEE SHOULD CONSULT A TAX ADVISER BEFORE EXERCISING THIS OPTION OR DISPOSING OF THE SHARES.

(a) Exercise of Option. There will be no regular federal income tax liability upon the exercise of the Option, although the excess, if any, of the fair market value of the Shares on the date of exercise over the Exercise Price will be treated as an adjustment to the alternative minimum tax for federal tax purposes and may subject the Optionee to the alternative minimum tax in the year of exercise.

(b) Disposition of Shares. If Shares transferred pursuant to the Option are held for at least one year after exercise and are disposed of at least two years after the Date of Grant, any gain realized on disposition of the Shares will also be treated as long-term capital gain for federal income tax purposes. If Shares purchased under the Option are disposed of within such one-year period or within two years after the Date of Grant, any gain realized on such disposition will be treated as compensation income (taxable at ordinary income rates) to the extent of the difference between the Exercise Price and the lesser of (1) the fair market value of the Shares on the date of exercise, or (2) the sales price of the Shares.

(c) Notice of Disqualifying Disposition of Option Shares. If Optionee sells or otherwise disposes of any of the Shares acquired pursuant to the Option on or before the later of (1) the date two years after the Date of Grant, or (2) the date one year after the date of exercise, the Optionee shall immediately notify the Company in writing of such disposition. Optionee agrees that Optionee may be subject to the income tax withholding by the Company on the compensation income recognized by the Optionee from the early disposition by payment in cash or out of the current earnings paid to the Optionee.

12. No Right to Continued Employment. Neither the Option nor this Agreement shall confer upon the Optionee any right to continued employment or service with the Company or its Subsidiaries.

13. Law Governing. This Agreement shall be governed in accordance with and governed by the internal laws of the State of Florida.

14. Interpretation. The Optionee accepts the Option subject to all the terms and provisions of the Plan and this Agreement. The undersigned Optionee hereby accepts as binding, conclusive and final all decisions or interpretations of the Committee or the Board upon any questions arising under the Plan and this Agreement.

15. Notices. Any notice under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, registered, postage prepaid, and addressed, in the case of the Company, to the Company c/o Onvia, ATTN: Legal Counsel at 1260 Mercer Street, Seattle, Washington 98109 and, in the case of the Optionee, to the Optionee's last permanent address as shown on the Company's records, subject to the right of either party to designate some other address at any time hereafter in a notice satisfying the requirements of this Section.

16. Effective Time. This Agreement shall become effective immediately prior to the Effective Time and may not be amended, modified or changed without the prior written consent of Onvia. If the Merger Agreement is terminated, this Agreement shall be of no further force and effect and the Original Qualified Agreement shall remain in full force and effect.

17. Waiver. Optionee hereby waives any benefits that would accrue or acceleration that would occur as a result of the Merger being a Change of Control under the Plan.

18. Counterparts. This Agreement may be executed in one or more counterparts, and by facsimile, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that all parties need not sign the same counterpart.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Amended and Restated Stock Option Agreement as of the 20th day of November, 2000.

COMPANY:

DemandStar.com, Inc.

By:______________________________
Bernard B. Markey
Chairman of the Board

Optionee acknowledges receipt of a copy of the Plan and represents that he is familiar with the terms and provisions thereof, and hereby accepts this Option subject to all of the terms and provisions thereof. Optionee has reviewed the Plan and this Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Agreement, and fully understands all provisions of this Agreement.

Dated: November 20, 2000

OPTIONEE:

By: O. F. Ramos
O. F. Ramos

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IN WITNESS WHEREOF, the undersigned have executed this Amended and Restated Stock Option Agreement as of the 20th day of November, 2000.

COMPANY:

DemandStar.com, Inc.

By:______________________________
Bernard B. Markey
Chairman of the Board

Optionee acknowledges receipt of a copy of the Plan and represents that he is familiar with the terms and provisions thereof, and hereby accepts this Option subject to all of the terms and provisions thereof. Optionee has reviewed the Plan and this Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Agreement, and fully understands all provisions of this Agreement.

Dated: November 20, 2000

OPTIONEE:

By:______________________________
O. F. Ramos

ORLANDO/GLUCKMANK/122325/2mdx05! DOC/

EXHIBIT D-3

FORM OF RAMOS OPTION AGREEMENT AMENDMENT

DEMANDSTAR.COM, INC.

AMENDED AND RESTATED
STOCK OPTION AGREEMENT
FOR
O. F. RAMOS

AGREEMENT

THIS AMENDED AND RESTATED STOCK OPTION AGREEMENT (this "**Agreement**") is made and entered into as of November 20, 2000, by and between **DEMANDSTAR.COM, INC.**, a Florida corporation (the "**Company**") and **O. F. RAMOS** (the "**Optionee**"). This Agreement amends, restates and consolidates in their entirety those certain nonqualified Stock Option Agreements, dated November 1, 1999, between the Company and Optionee (the "**Original Stock Option Agreements**"). The Company and the Optionee are sometimes hereinafter referred to individually as a "**Party**" and collectively as "**Parties**").

RECITALS

A. WHEREAS, on November 1, 1999, the Parties entered into four Original Stock Option Agreements pursuant to grants by the Company to the Optionee of nonqualified stock options to purchase up to, respectively, 10,000, 90,000, 250,000 and 250,000 shares of the Company's common stock, and

B. WHEREAS, Company and Executive desire to amend and restate the Original Stock Option Agreements as hereinafter set forth, which amendment and restatement is subject to the closing of a merger (the "**Merger**") between the Company and Onvia.com, Inc., a Delaware corporation ("**Onvia**"), pursuant to that certain Agreement and Plan of Merger dated November 20, 2000 (the "**Merger Agreement**").

NOW THEREFORE, in consideration of the Optionee's future contribution to the Company, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed that as of the Effective Time (as defined in the Merger Agreement), the Original Stock Option Agreements will be amended and restated as follows:

1. Grant of Option. As of November 1, 1999 (the "**Date of Grant**"), the Company granted to Optionee options (the "**Options**") to purchase up to 600,000 shares of the Company's Common Stock, $.01 par value per share (the "**Shares**"), at an exercise price per share equal to $1.00 (the "**Exercise Price**"). The terms and conditions of the Options, as originally stated and awarded, are herein restated and remain unchanged except as set forth herein. The Options were issued pursuant to the Company's 1999 Employee Incentive Compensation Plan (the "**Plan**"), which is incorporated herein for all purposes. The Options shall be treated by the Company as incentive stock options within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended (the "**Code**") and not nonqualified stock options, if and to the extent that the

limitations under Section 6(b)(iii)(B) of the Plan and Section 422(d) of the Code (the "**Limitations**"), are not exceeded. To the extent the Limitations are exceeded, that portion of the Options shall be treated as nonqualified stock options. The Optionee hereby acknowledges receipt of a copy of the Plan and agrees to be bound by all of the terms and conditions hereof and thereof.

2. Definitions. Unless otherwise provided herein, terms used herein that are defined in the Plan and not defined herein shall have the meanings attributed to them in the Plan.

3. Exercise Schedule. Except as otherwise provided in Sections 6 or 9 of this Agreement or, in the Plan, the Options shall be exercisable in whole or in part and cumulatively according to the following schedule:

(i) 300,000 as of the Closing Date (as defined in the Merger Agreement);

(ii) 45,000 on the sixth month anniversary of the Closing Date;

(iii) 6,071 each monthly anniversary of the Closing Date commencing in the seventh month after the Closing Date for forty-one (41) months; and

(iv) 6,089 on the date of the forty second (42nd) month anniversary of the Closing Date.

Notwithstanding anything in this Agreement to the contrary, all of the Options shall terminate on, and in no event shall the Options be exercisable after, November 1, 2009.

4. Method of Exercise. The Options shall be exercisable in whole or in part in accordance with the exercise schedule set forth in Section 3 hereof by written notice which shall state the election to exercise the Options, the number of Shares in respect of which the Options are being exercised, and such other representations and agreements as to the holder's investment intent with respect to such Shares as may be required by the Company pursuant to the provisions of the Plan. Such written notice shall be signed by the Optionee and shall be delivered in person or by certified mail to the President of the Company. The written notice shall be accompanied by payment of the exercise price. The Options, or portion thereof, shall be deemed to be exercised after both (a) receipt by the Company of such written notice accompanied by the exercise price and (b) arrangements that are satisfactory to the Committee in its sole discretion have been made for Optionee's payment to the Company of the amount that is necessary to be withheld in accordance with applicable Federal or state withholding requirements. No Shares will be issued pursuant to the Options unless and until such issuance and such exercise shall comply with all relevant provisions of applicable law, including the requirements of any stock exchange upon which the Shares then may be traded.

5. Method of Payment. Payment of the exercise price shall be by any of the following, or a combination thereof, at the election of the Optionee: (a) cash; (b) check; or (c) such other consideration or in such other manner as may be determined by the Board of Directors of Onvia or the Committee in its absolute discretion.

6. Termination of Options. Any unexercised portion of the Options shall automatically and without notice terminate and become null and void at the time of the earliest to occur of:

(a) Three (3) months after the date on which the Optionee's employment with the Company is terminated for any reason other than by reason of (A) "cause" as defined in Optionee's Amended and Restated Employment Agreement of even date herewith), (B) a mental or physical disability (within the meaning of Section 22(e) of the Internal Revenue Code of 1986, as amended) of the Optionee as determined by a medical doctor satisfactory to the Committee, or (C) death.

(b) Immediately upon the termination of the Optionee's employment with the Company for cause.

(c) Twelve months after the date on which the Optionee's employment with the Company is terminated by reason of a mental or physical disability (within the meaning of Section 22(e) of the Internal Revenue Code of 1986, as amended) as determined by a medical doctor satisfactory to the Committee.

(d) Twelve months after the date of termination of the Optionee's employment with the Company by reason of the death of the Optionee (or three months after the date on which the Optionee shall die if such death shall occur during the one year period specified in paragraph (c) of this Section 6).

Also, the Committee in its sole discretion may by giving written notice (the "cancellation notice") cancel, effective upon the date of the consummation of any Corporate Transaction described in Subsection 9(b)(ii) of the Plan, any Options that remain unexercised on such date. Such cancellation notice shall be given a reasonable period of time prior to the proposed date of such cancellation and may be given either before or after approval of such Corporate Transaction.

7. Transferability. The Options are not transferable otherwise than by will or the laws of descent and distribution, and during the lifetime of the Optionee the Options shall be exercisable only by the Optionee. The terms of the Options shall be binding upon the executors, administrators, heirs, successors and assigns of the Optionee.

8. No Rights of Stockholders. Neither the Optionee nor any personal representative (or beneficiary) shall be, or shall have any of the rights and privileges of, a stockholder of the Company with respect to any shares of Stock purchasable or issuable upon the exercise of the Options, in whole or in part, prior to the date of exercise of the Options.

9. Change in Control. The following shall apply in the event of a Change in Control (as defined in the Plan) of the Company (other than the Merger) or Onvia that may occur subsequent to the Merger: (a) 25% of the then unvested Options shall immediately vest and be fully exercisable at the time of the Change of Control, with the remainder continuing to vest on a pro-rata basis in accordance with the vesting schedule provided in any applicable stock option agreement between the Parties; and (b) if the Optionee's employment by the Company is terminated other than for cause within 12 months following a Change of Control, then 100% of the remaining unvested Options will vest at the time of the termination.

10. No Right to Continued Employment. Neither the Options nor this Agreement shall confer upon the Optionee any right to continued employment or service with the Company.

11. Law Governing. This Agreement shall be governed in accordance with and governed by the internal laws of the State of Florida.

12. Interpretation. The Optionee accepts the Options subject to all the terms and provisions of the Plan and this Agreement. The undersigned Optionee hereby accepts as binding, conclusive and final all decisions or interpretations of the Committee upon any questions arising under the Plan and this Agreement.

13. Notices. Any notice under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, registered, postage prepaid, and addressed, in the case of the Company, to the Company c/o Onvia, ATTN: Legal Counsel at 1260 Mercer Street, Seattle, Washington 98109 and, in the case of the Optionee, to the Optionee's last permanent address as shown on the Company's records, subject to the right of either party to designate some other address at any time hereafter in a notice satisfying the requirements of this Section.

14. Effective Time. This Agreement shall become effective immediately prior to the Effective Time and may not be amended, modified or changed without the prior written consent of Onvia. If the Merger Agreement is terminated, this Agreement shall be of no further force and effect and the Original Stock Option Agreements shall remain in full force and effect.

15. Incentive Stock Option Treatment. With respect to the Options, or any portion thereof, that are Incentive Stock Options, the terms of this Option shall be interpreted in a manner consistent with the intent of the Company and the Optionee that the Option, or applicable portion thereof, qualify as an Incentive Stock Option under Section 422 of the Code. If any provision of the Plan or the Agreement shall be impermissible in order for the Option, or portion thereof, to qualify as an Incentive Stock Option, then such Option, or portion thereof, shall be construed and enforced as if such provision had never been included in the Plan or the Option.

16. Tax Consequences with Respect to Incentive Stock Options. Set forth below is a brief summary as of the date of this Option of some of the federal tax consequences of exercise of this Option, or any portion thereof, as an Incentive Stock Option, and disposition of the

Shares. THIS SUMMARY IS NECESSARILY INCOMPLETE, AND THE TAX LAWS AND REGULATIONS ARE SUBJECT TO CHANGE. OPTIONEE SHOULD CONSULT A TAX ADVISER BEFORE EXERCISING THIS OPTION OR DISPOSING OF THE SHARES.

(a) Exercise of Option. There will be no regular federal income tax liability upon the exercise of the Option, although the excess, if any, of the fair market value of the Shares on the date of exercise over the Exercise Price will be treated as an adjustment to the alternative minimum tax for federal tax purposes and may subject the Optionee to the alternative minimum tax in the year of exercise.

(b) Disposition of Shares. If Shares transferred pursuant to the Option are held for at least one year after exercise and are disposed of at least two years after the Date of Grant, any gain realized on disposition of the Shares will also be treated as long-term capital gain for federal income tax purposes. If Shares purchased under the Option are disposed of within such one-year period or within two years after the Date of Grant, any gain realized on such disposition will be treated as compensation income (taxable at ordinary income rates) to the extent of the difference between the Exercise Price and the lesser of (1) the fair market value of the Shares on the date of exercise, or (2) the sales price of the Shares..

(c) Notice of Disqualifying Disposition of Option Shares. If Optionee sells or otherwise disposes of any of the Shares acquired pursuant to the Option on or before the later of (1) the date two years after the Date of Grant, or (2) the date one year after the date of exercise, the Optionee shall immediately notify the Company in writing of such disposition. Optionee agrees that Optionee may be subject to the income tax withholding by the Company on the compensation income recognized by the Optionee from the early disposition by payment in cash or out of the current earnings paid to the Optionee.

17. Waiver. Optionee hereby waives any benefits that would accrue or acceleration that would occur as a result of the Merger being a Change of Control under the Plan.

18. Counterparts. This Agreement may be executed in one or more counterparts, and by facsimile, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that all parties need not sign the same counterpart.

[SIGNATURE APPEARS ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Amended and Restated Stock Option Agreement as of the 20th day of November, 2000.

COMPANY:

DemandStar.com, Inc.

By:______________________________
Bernard B. Markey
Chairman of the Board

Optionee acknowledges receipt of a copy of the Plan and represents that he is familiar with the terms and provisions thereof, and hereby accepts these Options subject to all of the terms and provisions thereof. Optionee has reviewed the Plan and this Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Agreement, and fully understands all provisions of this Agreement.

Dated: November 20, 2000

OPTIONEE:

By: O. F. Ramos
O. F. Ramos

ORLANDO/GLUCKMANK/122298/2md604!.DOC

IN WITNESS WHEREOF, the undersigned have executed this Amended and Restated Stock Option Agreement as of the 20th day of November, 2000.

COMPANY:

DemandStar.com, Inc.

By: ______________________
Bernard B. Markey
Chairman of the Board

Optionee acknowledges receipt of a copy of the Plan and represents that he is familiar with the terms and provisions thereof, and hereby accepts these Options subject to all of the terms and provisions thereof. Optionee has reviewed the Plan and this Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Agreement, and fully understands all provisions of this Agreement.

Dated: November 20, 2000

OPTIONEE:

By: ______________________
O. F. Ramos

ORLANDO/GLUCKMANK/122298/2md6041 DOC

EXHIBIT E-1

FORM OF JORDAN EMPLOYMENT AGREEMENT AMENDMENT

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This Amended and Restated Employment Agreement (this "**Amended Agreement**") is made and entered into as of November 20, 2000, by and between DEMANDSTAR.COM, INC., a Florida corporation, f/k/a Information On Demand, Inc. (the "**Company**") and Edward S. Jordan (the "**Executive**") (the Company and the Executive are sometimes hereinafter referred to individually as a "**Party**" and collectively as "**Parties**").

RECITALS

A. WHEREAS, on December 17, 1999, Company and Executive entered into an employment agreement (the "**Employment Agreement**"); and

B. WHEREAS, Company and Executive desire to amend and restate the Employment Agreement as hereinafter set forth, which amendment and restatement is subject to the closing of a merger (the "**Merger**") between the Company and Onvia.com, Inc., a Delaware corporation ("**Onvia**"), pursuant to that certain Agreement and Plan of Merger dated November 20, 2000 (the "**Merger Agreement**").

NOW THEREFORE, in consideration of Executive's future contribution to the Company, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that as of the Effective Time (as defined in the Merger Agreement), the Employment Agreement will be amended and restated as follows:

1. Employment.

1.1 Employment and Term. The Company hereby agrees to employ the Executive and the Executive hereby agrees to serve the Company on the terms and conditions set forth herein.

1.2 Duties of Executive. During the term of this Amended Agreement, the Executive shall serve as the Vice President, Government Sales, of Onvia, and shall diligently perform all reasonable and appropriate services as may be assigned to him by the President or Chief Executive Officer of Onvia, and shall exercise such power and authority as may from time to time be delegated to him by the President, Chief Executive Officer or the Board of Directors of Onvia. The Executive shall devote his full time and attention to the business and affairs of the Company, render such services to the best of his ability, and use his best efforts to promote the interests of the Company.

2. Term.

2.1 Initial Term. The initial term of the Employment Agreement and the employment of the Executive hereunder, commenced on January 1, 2000 (the "**Commencement Date**") and shall expire on December 31, 2002, unless sooner terminated in accordance with Section 5 (the "**Initial Term**"). The period during which the Executive shall be employed by the Company pursuant to the terms of this Amended Agreement is sometimes referred to herein as the "**Term of Employment**."

2.2 Renewal Terms. At the end of the Initial Term, the Term of Employment under this Amended Agreement shall automatically renew for successive one year terms (the "**Renewal Term**") and continue until terminated by either of the Parties as provided for in Section 5.

2.3 Expiration Date. The date on which this Amended Agreement and the Term of Employment shall expire (including the date on which any renewal term shall expire) is sometimes referred to in this Amended Agreement as the "Expiration Date."

3. Compensation.

3.1 Base Salary. The Executive shall receive a base salary at the annual rate of One Hundred Fifty Thousand Dollars ($150,000) (the "**Base Salary**") during the Term of Employment, with such Base Salary payable in installments consistent with the Company's normal payroll schedule, subject to applicable withholding and other taxes. The Base Salary shall be reviewed, at least annually, for merit and cost of living adjustment increases and may, by action and in the discretion of the Board of Directors of Onvia, be increased at any time or from time to time.

3.2 Bonuses. During the Term of Employment, the Executive shall be eligible to receive quarterly bonuses up to twenty-five percent (25%) of the then current quarterly Base Salary ("**Incentive Compensation**") based on achieving goals set by the Board of Directors of Onvia or any duly authorized committee thereof (the "**Goals**"). The Goals and bonus will be graduated in nature. Each period for which Incentive Compensation is payable in respect of the Goals is sometimes hereinafter referred to as a "**Bonus Period**."

4. Expense Reimbursement and Other Benefits.

4.1 Reimbursement of Expenses. During the Term of Employment hereunder, upon the submission of proper substantiation by the Executive, and subject to such rules and guidelines as the Company may from time to time adopt, the Company shall reimburse the Executive for all reasonable expenses actually paid or incurred by the Executive in the course of and pursuant to the business of the Company. The Executive shall account to the Company in writing for all expenses for which reimbursement is sought and shall supply to the Company copies of all relevant invoices, receipts or other evidence reasonably requested by the Company.

4.2 Compensation/Benefit Programs. During the Term of Employment hereunder, either the Company or Onvia, as appropriate (as determined by the Chief Executive Officer of Onvia), shall provide to the Executive the same benefits that the Company or Onvia makes generally available to its employees (e.g., participation in the 401(k) plan, stock option plan, employee stock purchase plan and cash incentive programs), subject to the Executive's satisfaction of the respective eligibility requirements for such benefits. In respect of all such benefits, the Company or Onvia shall retain the discretion to determine the amount or value of the benefit to Executive, if such benefit is discretionary in nature in respect of similarly situated personnel of the Company or Onvia.

4.3 Working Facilities. The Company shall furnish the Executive with access to facilities and services suitable to his position and adequate for the performance of his duties hereunder.

4.4. Stock Options. Pursuant to the Employment Agreement and for services rendered to the Company, the Company previously granted Executive options to purchase 150,000 shares of the Company's common stock (the "**DSI Options**"). Effective upon the closing of the Merger, the DSI Options shall be converted into the number of options for purchase of Onvia common stock pursuant to the conversion formula set forth in the Merger Agreement (the "**Conversion Options**"). The Conversion Options shall be qualified options, to the extent permissible under applicable law, and any Conversion Options that cannot be qualified options, shall be non-qualified options. The Conversion Options shall have the vesting schedule(s) and the exercise price(s) set forth in the Amended and Restated Stock Option Agreements (as defined in the Merger Agreement) to be executed by the Parties on even date herewith. In addition, immediately following the Closing Date (as defined in the Merger Agreement), the Executive shall receive options to purchase Onvia common stock (the "**Onvia Options**") in an amount equal to 100,000 shares minus the number of unvested Conversion Options held by the Executive upon the closing of the Merger (e.g., if 75,000 unvested DSI Options are converted into 45,000 unvested Conversion Options, then the Executive will receive 55,000 Onvia Options). The Onvia Options will have the same vesting (over four years with a one year cliff), change of control and other terms as normally provided by Onvia to its executives pursuant to its form of stock option agreement; provided, however, that the exercise price shall be as determined by the Board of Directors of Onvia at fair market value as of the Closing Date.

4.5 Other Benefits. The Executive shall be entitled to three weeks of vacation each calendar year during the Term of Employment, to be taken at such times as the Executive and the Company shall mutually determine and provided that no vacation time shall interfere with the duties required to be rendered by the Executive hereunder. The Executive shall receive such additional benefits, if any, as the Board of Directors of Onvia shall from time to time determine.

4.6 Relocation. The Company shall pay for all relocation expenses incurred by the Executive if the Company and Executive agree that Executive should relocate.

5. Termination.

5.1 Termination for Cause. The Company shall at all times have the right, upon written notice to the Executive, to terminate the Executive's employment hereunder for cause. For purposes of this Amended Agreement, the term "cause" shall mean: (a) an action or omission of the Executive which constitutes a willful and intentional material breach of this Amended Agreement which is not cured within thirty (30) days after receipt by the Executive of written notice of same, (b) fraud, embezzlement, misappropriation of funds or breach of trust in connection with his services hereunder, (c) conviction of any crime which involves dishonesty or a breach of trust, or (d) gross negligence in connection with the performance of the Executive's duties hereunder. Any termination for cause shall be made in writing to the Executive, which notice shall set forth in detail all acts or omissions upon which the Company is relying for such termination. The Executive shall have the right to address the Board of Directors of Onvia and the Company regarding the acts set forth in the notice of termination. Upon any termination pursuant to this Subsection 5.1, the Company shall pay to the Executive his Base Salary to the date of termination. The Company shall have no further liability hereunder other than for: (i) reimbursement for reasonable business expenses incurred prior to the date of termination, subject, however, to the provisions of Subsection 4.1, and (ii) payment of compensation for unused vacation days that have accumulated during the calendar year in which such termination occurs.

5.2 Death. In the event of the death of the Executive during the Term of Employment hereunder, the Company shall: (a) pay to the estate of the deceased Executive any unpaid Base Salary through the Executive's date of death, (b) pay to the estate of the deceased Executive his accrued and declared but unpaid Incentive Compensation, if any, for any Bonus Period ending on or before the Executive's date of death, (c) pay to the estate of the deceased Executive (within forty-five (45) days after the end of the Bonus Period in which his death occurs) a prorata portion (based upon the Bonus Period ending on the date of death) of the Incentive Compensation, if any, for the Bonus Period in which his death occurs, as calculated pursuant to the terms of the Goals; provided that, the Goals for each Bonus Period used in the calculation of the Executive's Incentive Compensation shall be based on: (i) the portion of the Bonus Period through the end of the Bonus Period in which the Executive's death occurs, and (ii) unaudited financial information prepared in accordance with generally accepted accounting principles, applied consistently with prior periods, as approved and reviewed by the Board of Directors of Onvia. The Company shall have no further liability hereunder other than for: (x) reimbursement for reasonable business expenses incurred prior to the date of the Executive's death, subject, however to the provisions of Subsection 4.1, and (y) payment of compensation for unused vacation days that have accumulated during the calendar year in which such termination occurs.

5.3 Termination Without Cause. Neither the Company nor the Executive shall have the right to terminate Executive's employment for six (6) months following the Closing Date. Thereafter, both the Company and the Executive shall have the right to terminate the Executive's employment without cause during the Term of Employment and any renewal term thereof upon sixty (60) days advance written notice to the non-terminating Party (the "**Termination Notice**"). Upon any termination pursuant to this Subsection 5.3 that is not a termination under Subsection 5.1 or 5.2, the Company shall:

a. pay to the Executive any unpaid Base Salary through the effective date of termination specified in such notice;

b. pay to the Executive his accrued and declared but unpaid Incentive Compensation, if any, for any Bonus Period ending on or before the date of the termination of the Executive's employment with the Company;

c. pay to the Executive (within forty-five (45) days after the end of the Bonus Period in which such termination occurs) a prorata portion (based upon the Bonus Period ending on the date of termination of the Executive's employment hereunder) of the Incentive Compensation, if any, for the Bonus Period in which such termination occurs, as calculated pursuant to the Goals; provided that the Goals for each period used in the calculation of the Executive's Incentive Compensation, shall be based on: (i) the portion of the Bonus Period through the end of the Bonus Period in which such termination occurs, and (ii) unaudited financial information prepared in accordance with generally accepted accounting principles, applied consistently with prior periods, as approved and reviewed by the Board; and

d. pay to the Executive a lump sum payment equal to six (6) months of Executive's Base Salary (as in effect on the day the Termination Notice is given) within fourteen (14) days following the date of termination as specified in the Termination Notice.

The Company shall have no further liability hereunder other than for: (x) reimbursement for reasonable business expenses incurred prior to the date of termination, subject, however to the provisions of Subsection 4.1 and (y) payment of compensation for unused vacation days that have accumulated during the calendar year in which such termination occurs.

5.4 Survival. The provisions of this Section 5 shall survive the termination or expiration of this Amended Agreement, as applicable.

6. Restrictive Covenants.

6.1 Non-competition. At all times while the Executive is employed by the Company and for a two (2) year period after the termination of the Executive's employment with the Company for any reason, the Executive shall not, directly or indirectly, engage in or have any interest in any sole proprietorship, partnership, corporation or business or any other person or entity (whether as an employee, officer, director, partner, agent, security holder, creditor, consultant or otherwise) that directly or indirectly (or through any affiliated entity) engages in a business directly or indirectly in competition with the Company's business in the United States, Canada or any foreign market (as such business is described in the Company's prospectus dated March 27, 2000 relating to its rights offering); provided that such provision shall not apply to (i) the Executive's ownership of Common Stock of the Company or the acquisition by the Executive, solely as an investment, of securities of any issuer that is registered under Section 12(b) or 12(g) of the Securities Exchange Act of 1934, as amended, and that are listed or admitted for trading on any United States national securities exchange or that are quoted on the National Association of Securities Dealers Automated Quotations System, or any similar system of automated dissemination of quotations of securities prices in common use, so long as the Executive does not control, acquire a controlling interest in or become a member of a group which exercises direct or indirect control of, more than five percent of any class of capital stock of such issuer, or (ii) investments made by any private equity fund in which the Executive has a direct or indirect participation, provided that the Executive's equity ownership in such equity fund does not exceed fifteen (15%) percent.

6.2 Nondisclosure. The Executive shall not at any time divulge, communicate, use to the detriment of the Company or for the benefit of any other person or persons, or misuse in any way, any Confidential Information (as hereinafter defined) pertaining to the business of the Company. Any Confidential Information or data now or hereafter acquired by the Executive with respect to the business of the Company (which shall include, but not be limited to, information concerning the Company's financial condition, prospects, technology, customers, suppliers, sources of leads and methods of doing business) shall be deemed a valuable, special and unique asset of the Company that is received by the Executive in confidence and as a fiduciary, and Executive shall remain a fiduciary to the Company with respect to all of such information. For purposes of this Amended Agreement, "Confidential Information" means information disclosed to the Executive or known by the Executive as a consequence of or through his employment by the Company (including information conceived, originated, discovered or developed by the Executive) prior to or after the date hereof, and not generally known, about the Company or its business. Notwithstanding the foregoing, nothing herein shall be deemed to restrict the Executive from disclosing Confidential Information to the extent required by law.

6.3 Nonsolicitation of Employees and Clients. At all times while the Executive is employed by the Company and for a two (2) year period after the termination of the Executive's employment with the Company for any reason, the Executive shall not, directly or indirectly, for himself or for any other person, firm, corporation, partnership, association or other entity: (a) employ or attempt to employ or enter into any contractual arrangement with any employee or former employee of the Company, unless such employee or former employee has not been employed by the Company for a period in excess of six months, and/or (b) call on or solicit any of the actual or targeted prospective clients of the Company on behalf of any person or entity in connection with any business competitive with the business of the Company, nor shall the Executive make known the names and addresses of such clients or any information relating in any manner to the Company's trade or business relationships with such customers, other than in connection with the performance of Executive's duties under this Amended Agreement.

6.4 Ownership of Developments. All copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, or works of authorship developed or created by Executive during the course of performing work for the Company or its clients (collectively, the "**Work Product**") shall belong exclusively to the Company and shall, to the extent possible, be considered a work made by the Executive for hire for the Company within the meaning of Title 17 of the United States Code. To the extent the Work Product may not be considered work made by the Executive for hire for the Company, the Executive agrees to assign, and automatically assign at the time of creation of the Work Product, without any requirement of further consideration, any right, title, or interest the Executive may have in such Work Product. Upon the request of the Company, the Executive shall take such further actions, including execution and delivery of instruments of conveyance, as may be appropriate to give full and proper effect to such assignment.

6.5 Books and Records. Unless Executive remains a director of the Company, if applicable, all books, records, and accounts relating in any manner to the customer or clients of the Company, whether prepared by the Executive or otherwise coming into the Executive's possession, shall be the exclusive property of the Company and shall be returned immediately to the Company on termination of the Executive's employment hereunder or on the Company's request at any time.

6.6 Definition of Company. Solely for purposes of this Section 6, the term "Company" also shall include the Company, Onvia, any existing or future subsidiaries of the Company or Onvia that are operating during the time periods described herein and any other entities that directly or indirectly, through one or more intermediaries, control, are controlled by or are under common control with the Company or Onvia during the periods described herein.

6.7 Acknowledgment by Executive. The Executive acknowledges and confirms that the length of the term of the provisions of this Section 6 and the geographical restrictions contained in Subsection 6.1 are fair and reasonable and not the result of overreaching, duress or coercion of any kind. The Executive further acknowledges and confirms that his full, uninhibited and faithful observance of each of the covenants contained in this Section 6 will not cause him any undue hardship, financial or otherwise, and that enforcement of each of the covenants contained herein will not impair his ability to obtain employment commensurate with his abilities and on terms fully acceptable to him or otherwise to obtain income required for the comfortable support of him and his family and the satisfaction of the needs of his creditors. The Executive acknowledges and confirms that his special knowledge of the business of the Company is such as would cause the Company serious injury or loss if he were to use such ability and knowledge to the benefit of a competitor or were to compete with the Company in violation of the terms of this Section 6.

6.8 Reformation by Court. In the event that a court of competent jurisdiction shall determine that any provision of this Section 6 is invalid or more restrictive than permitted under the governing law of such jurisdiction, then only as to enforcement of this Section 6 within the jurisdiction of such court, such provision shall be interpreted and enforced as if it provided for the maximum restriction permitted under such governing law.

6.9 Extension of Time. If the Executive shall be in violation of any provision of this Section 6, then each time limitation set forth in this Section 6 shall be extended for a period of time equal to the period of time during which such violation or violations occur. In addition, if the Company seeks injunctive relief from such violation in any court, then the covenants set forth in this Section 6 shall be extended for a period of time equal to the pendency of such proceeding including all appeals by the Executive.

6.10 Survival. The provisions of this Section 6 shall survive the termination or expiration of this Amended Agreement, as applicable.

7. Injunction. It is recognized and hereby acknowledged by the parties hereto that a breach by the Executive of any of the covenants contained in Section 6 of this Amended Agreement will cause irreparable harm and damage to the Company, the monetary amount of which may be virtually impossible to ascertain. As a result, the Executive recognizes and hereby acknowledges that the Company shall be entitled to an injunction from any court of competent jurisdiction enjoining and restraining any violation of any or all of the covenants contained in Section 6 of this Amended Agreement by the Executive or any of his affiliates, associates, partners or agents, either directly or indirectly, and that such right to injunction shall be cumulative and in addition to whatever other remedies the Company may possess.

8. Assignment. Neither party shall have the right to assign or delegate his rights or obligations hereunder, or any portion thereof, to any other person.

9. Governing Law. This Amended Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

10. Entire Agreement. This Amended Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and, upon its effectiveness, shall supersede all prior agreements, understandings and arrangements, both oral and written, between the Executive and the Company (or any of its affiliates) with respect to such subject matter. This Amended Agreement may not be modified in any way unless by a written instrument signed by both the Company and the Executive.

11. Notices. All notices required or permitted to be given hereunder shall be in writing and shall be personally delivered by courier, sent by registered or certified mail, return receipt requested or sent by confirmed facsimile transmission addressed as set forth herein. Notices personally delivered, sent by facsimile or sent by overnight courier shall be deemed given on the date of delivery and notices mailed in accordance with the foregoing shall be deemed given upon the earlier of receipt by the

addressee, as evidenced by the return receipt thereof, or three (3) days after deposit in the U.S. Mail. Notice shall be sent: (a) if to the Company, addressed to Onvia, 1260 Mercer Street, Seattle, Washington 98109, Attention: Legal Counsel, and (b) if to the Executive, to his address as reflected on the payroll records of the Company, or to such other address as either party hereto may from time to time give notice of to the other.

12. Benefits; Binding Effect. This Amended Agreement shall be for the benefit of and binding upon the parties hereto and their respective heirs, personal representatives, legal representatives, successors and, where applicable, assigns, including, without limitation, any successor to the Company, whether by merger, consolidation, sale of stock, sale of assets or otherwise.

13. Severability. The invalidity of any one or more of the words, phrases, sentences, clauses or sections contained in this Amended Agreement shall not affect the validity and enforceability of the remaining portions of this Amended Agreement or any part thereof, all of which are inserted conditionally on their being valid in law, and, in the event that any one or more of the words, phrases, sentences, clauses or sections contained in this Amended Agreement shall be declared invalid by a court of competent jurisdiction, this Amended Agreement shall be construed as if such invalid word or words, phrase or phrases, sentence or sentences, clause or clauses, or section or sections had not been inserted. If such invalidity is caused by length of time or size of area, or both, the otherwise invalid provision will be considered to be reduced to a period or area which would cure such invalidity.

14. Waivers. The waiver by either party hereto of a breach or violation of any term or provision of this Amended Agreement shall not operate nor be construed as a waiver of any subsequent breach or violation.

15. Damages. Nothing contained herein shall be construed to prevent the Company or the Executive from seeking and recovering from the other damages sustained by either or both of them as a result of its or his breach of any term or provision of this Amended Agreement. In the event that either Party hereto brings suit for the collection of any damages resulting from, or the injunction of any action constituting, a breach of any of the terms or provisions of this Amended Agreement, then the Party found to be at fault shall pay all reasonable court costs and attorneys' fees of the other Party.

16. Section Headings. The section headings contained in this Amended Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Amended Agreement.

17. Third Party Beneficiary. Nothing expressed or implied in this Amended Agreement is intended, or shall be construed, to confer upon or give any person other than the Company, Onvia, the Parties hereto and their respective heirs, personal representatives, legal representatives, successors and assigns, any rights or remedies under or by reason of this Amended Agreement. Onvia shall be an intended third-party beneficiary of this Amended Agreement

18. Effective Time. This Amended Agreement shall become effective at the Effective Time (as defined in the Merger Agreement) and may not be amended, modified or changed without the prior written consent of Onvia. If the Merger Agreement is terminated, this Amended Agreement shall be of no further force and effect and the Employment Agreement shall remain in full force and effect.

19. Counterparts. This Agreement may be executed in one or more counterparts, and by facsimile, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that all parties need not sign the same counterpart.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Amended and Restated Employment Agreement as of the date first above written.

COMPANY

DEMANDSTAR.COM, INC.

By: ______________________
O. F. Ramos, President

EXECUTIVE

____
Edward S. Jordan

This Agreement, including all of the Company's obligators hereunder, will be assumed by Onvia as of the Closing Date.

ONVIA.COM, INC.

By: ______________________

Name: ______________________

Its: ______________________

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IN WITNESS WHEREOF, the undersigned have executed this Amended and Restated Employment Agreement as of the date first above written.

COMPANY

DEMANDSTAR.COM, INC.

By: ______________________________
O. F. Ramos, President

EXECUTIVE

____
Edward S. Jordan

This Agreement, including all of the Company's obligators hereunder, will be assumed by Onvia as of the Closing Date.

ONVIA.COM, INC.

By: ______________________________

Name: Andrew Mur

Its: Legal Counsel

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EXHIBIT E-2

FORM OF JORDAN OPTION AGREEMENT AMENDMENT

DEMANDSTAR.COM, INC.

AMENDED AND RESTATED
STOCK OPTION AGREEMENT
FOR
EDWARD S. JORDAN

AGREEMENT

THIS AMENDED AND RESTATED STOCK OPTION AGREEMENT (the "Agreement") is made and entered into as of November 20, 2000 by and between **DEMANDSTAR.COM, INC.**, a Florida corporation (the "Company") and **EDWARD S. JORDAN** (the "Optionee"). This Agreement amends and restates in its entirety the incentive Stock Option Agreement, dated January 1, 2000, between the Company and Optionee (the "Original Qualified Agreement"). The Company and the Optionee are sometimes hereinafter referred to individually as a "Party" and collectively as "Parties").

RECITALS

A. WHEREAS, on January 1, 2000, the Parties entered into the Original Qualified Agreement detailing the grant by the Company to the Optionee of incentive stock options to purchase up to 100,000 shares of the Company's common stock; and

B. WHEREAS, Company and Executive desire to amend and restate the Original Qualified Agreement as hereinafter set forth, which amendment and restatement is subject to the closing of a merger (the "Merger") between the Company and Onvia.com, Inc., a Delaware corporation ("Onvia"), pursuant to that certain Agreement and Plan of Merger dated November 20, 2000 (the "Merger Agreement").

NOW THEREFORE, in consideration of the Optionee's future contribution to the Company, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed that as of the Effective Time (as defined in the Merger Agreement), the Original Qualified Agreement will be amended and restated as follows:

1. Grant of Option. As of January 1, 2000 (the "Date of Grant"), the Company granted to Optionee an option (the "Option") to purchase up to 100,000 shares of the Company's Common Stock, $.01 par value per share (the "Shares"), at an exercise price per share equal to $1.00 (the "Exercise Price"). The terms and conditions of the Option, as originally stated and awarded, shall remain unchanged unless otherwise reflected herein. The Option was issued pursuant to the Company's 1999 Employee Incentive Compensation Plan (the "Plan"), which is incorporated herein for all purposes. The Option is an Incentive Stock Option, and not a nonqualified stock option. The Optionee hereby acknowledges receipt of a copy of the Plan and agrees to be bound by all of the terms and conditions hereof and thereof.

2. Definitions. Unless otherwise provided herein, terms used herein that are defined in the Plan and not defined herein shall have the meanings attributed to them in the Plan.

3. Exercise Schedule. (a) Except as otherwise provided in Sections 6 or 9 of this Agreement, or in the Plan, the Option is exercisable in installments as provided below, which shall be cumulative. To the extent that the Option has become exercisable with respect to an amount of Shares as provided below, the Option may thereafter be exercised by the Optionee, in whole or in part, at any time or from time to time prior to the expiration of the Option as provided herein. The following indicates each date (the "Vesting Date") upon which the Optionee shall be entitled to exercise the Option with respect to the amount of Shares granted as indicated, provided that the Optionee has been continuously employed by the Company or a Subsidiary through and on the applicable Vesting Date:

(i) 50,000 shall be vested and exercisable as of the Closing Date (as defined in the Merger Agreement);

(ii) 7,500 of the then unvested options shall vest and become exercisable on the sixth month anniversary of the Closing Date of the Merger;

(iii) 1,012 of the then unvested options shall vest on each monthly anniversary of the Closing Date commencing in the seventh month after the Closing Date for a period of forty-one (41) months thereafter; and

(iv) 1,008 of the then unvested options shall vest on the forty-second month anniversary of the Closing Date.

Except as otherwise specifically provided herein, there shall be no proportionate or partial vesting in the periods prior to each Vesting Date, and all vesting shall occur only on the appropriate Vesting Date. Upon an Optionee's termination of employment with the Company and its Subsidiaries, any unvested portion of the Option shall terminate and be null and void.

4. Method of Exercise. This Option shall be exercisable in whole or in part in accordance with the exercise schedule set forth in Section 3 hereof by written notice which shall state the election to exercise the Option, the number of Shares in respect of which the Option is being exercised, and such other representations and agreements as to the holder's investment intent with respect to such Shares as may be required by the Company pursuant to the provisions of the Plan. Such written notice shall be signed by the Optionee and shall be delivered in person or by certified mail to the President of the Company. The written notice shall be accompanied by payment of the Exercise Price. This Option, or portion thereof, shall be deemed to be exercised after both (a) receipt by the Company of such written notice accompanied by the Exercise Price and (b) arrangements that are satisfactory to the Committee in its sole discretion have been made for Optionee's payment to the Company of the amount, if any, that is necessary to be withheld in

accordance with applicable Federal or state withholding requirements. No Shares will be issued pursuant to the Option unless and until such issuance and such exercise shall comply with all relevant provisions of applicable law, including the requirements of any stock exchange upon which the Shares then may be traded.

5. Method of Payment. Payment of the exercise price shall be by any of the following, or a combination thereof, at the election of the Optionee: (a) cash; (b) check; or (c) such other consideration or in such other manner as may be determined by the Board of Directors of Onvia or the Committee in its absolute discretion.

6. Termination of Option. Any unexercised portion of the Option shall automatically and without notice terminate and become null and void at the time of the earliest to occur of:

(a) three (3) months after the date on which the Optionee's employment with the Company and its Subsidiaries is terminated for any reason other than by reason of (A) "cause" (as defined in Optionee's Amended and Restated Employment Agreement of even date herewith), (B) a mental or physical disability (within the meaning of Section 22(e) of the Internal Revenue Code of 1986, as amended) of the Optionee as determined by a medical doctor satisfactory to the Committee, or (C) death;

(b) immediately upon the termination of the Optionee's employment with the Company and its Subsidiaries for Cause;

(c) twelve (12) months after the date on which the Optionee's employment with the Company is terminated by reason of a mental or physical disability (within the meaning of Section 22(e) of the Internal Revenue Code of 1986, as amended) as determined by a medical doctor satisfactory to the Committee;

(d) twelve (12) months after the date of termination of the Optionee's employment with the Company and its Subsidiaries by reason of the death of the Optionee (or if later, three months after the date on which the Optionee shall die if such death shall occur during the one year period specified in paragraph (c) of this Section 6); or

(e) the tenth anniversary of the Date of Grant.

Also, the Committee in its sole discretion may by giving written notice (the "cancellation notice") cancel, effective upon the date of the consummation of any Corporate Transaction described in Subsection 9(b)(ii) of the Plan, any Option that remains unexercised on such date. Such cancellation notice shall be given a reasonable period of time prior to the proposed date of such cancellation and may be given either before or after approval of such Corporate Transaction.

7. Transferability. The Option is not transferable otherwise than by will or the laws of descent and distribution, and during the lifetime of the Optionee the Option shall be

exercisable only by the Optionee. The terms of this Option shall be binding upon the executors, administrators, heirs, successors and assigns of the Optionee.

8. No Rights of Stockholders. Neither the Optionee nor any personal representative (or beneficiary) shall be, or shall have any of the rights and privileges of, a stockholder of the Company with respect to any Shares purchasable or issuable upon the exercise of the Option, in whole or in part, prior to the date of exercise of the Option.

9. Acceleration of Exercisability of Option. The following shall apply in the event of a Change in Control (as defined in the Plan) of the Company (other than the Merger) or Onvia that may occur subsequent to the Merger: (a) 25% of the then unvested Option shall immediately vest and be fully exercisable at the time of the Change of Control, with the remainder continuing to vest on a prorata basis in accordance with the vesting schedule provided herein; and (b) if the Optionee's employment is terminated by the Company other than for cause within 12 months following a Change of Control, then 100% of the remaining unvested options will vest at the time of the termination.

10. Incentive Stock Option Treatment. The terms of this Option shall be interpreted in a manner consistent with the intent of the Company and the Optionee that the Option qualify as an Incentive Stock Option under Section 422 of the Code. If any provision of the Plan or the Agreement shall be impermissible in order for the Option to qualify as an Incentive Stock Option, then the Option shall be construed and enforced as if such provision had never been included in the Plan or the Option.

11. Tax Consequences. Set forth below is a brief summary as of the date of this Option of some of the federal tax consequences of exercise of this Option and disposition of the Shares. THIS SUMMARY IS NECESSARILY INCOMPLETE, AND THE TAX LAWS AND REGULATIONS ARE SUBJECT TO CHANGE. OPTIONEE SHOULD CONSULT A TAX ADVISER BEFORE EXERCISING THIS OPTION OR DISPOSING OF THE SHARES.

(a) Exercise of Option. There will be no regular federal income tax liability upon the exercise of the Option, although the excess, if any, of the fair market value of the Shares on the date of exercise over the Exercise Price will be treated as an adjustment to the alternative minimum tax for federal tax purposes and may subject the Optionee to the alternative minimum tax in the year of exercise.

(b) Disposition of Shares. If Shares transferred pursuant to the Option are held for at least one year after exercise and are disposed of at least two years after the Date of Grant, any gain realized on disposition of the Shares will also be treated as long-term capital gain for federal income tax purposes. If Shares purchased under an Option are disposed of within such one-year period or within two years after the Date of Grant, any gain realized on such disposition will be treated as compensation income (taxable at ordinary income rates) to the extent of the difference between the Exercise Price and the lesser of (1) the fair market value of the Shares on the date of exercise, or (2) the sales price of the Shares.

(c) Notice of Disqualifying Disposition of Option Shares. If Optionee sells or otherwise disposes of any of the Shares acquired pursuant to the Option on or before the later of (1) the date two years after the Date of Grant, or (2) the date one year after the date of exercise, the Optionee shall immediately notify the Company in writing of such disposition. Optionee agrees that Optionee may be subject to the income tax withholding by the Company on the compensation income recognized by the Optionee from the early disposition by payment in cash or out of the current earnings paid to the Optionee.

12. No Right to Continued Employment. Neither the Option nor this Agreement shall confer upon the Optionee any right to continued employment or service with the Company or its Subsidiaries.

13. Law Governing. This Agreement shall be governed in accordance with and governed by the internal laws of the State of Florida.

14. Interpretation. The Optionee accepts the Option subject to all the terms and provisions of the Plan and this Agreement. The undersigned Optionee hereby accepts as binding, conclusive and final all decisions or interpretations of the Committee or the Board upon any questions arising under the Plan and this Agreement.

15. Notices. Any notice under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, registered, postage prepaid, and addressed, in the case of the Company, to the Company c/o Onvia, ATTN: Legal Counsel at 1260 Mercer Street, Seattle, Washington 98109 and, in the case of the Optionee, to the Optionee's last permanent address as shown on the Company's records, subject to the right of either party to designate some other address at any time hereafter in a notice satisfying the requirements of this Section.

16. Effective Time. This Agreement shall become effective immediately prior to the Effective Time and may not be amended, modified or changed without the prior written consent of Onvia. If the Merger Agreement is terminated, this Agreement shall be of no further force and effect and the Original Qualified Agreement shall remain in full force and effect.

17. Waiver. Optionee hereby waives any benefits that would occur or acceleration that would occur as a result of the Merger being a Change of Control under the law.

18. Counterparts. This Agreement may be executed in one or more counterparts, and by facsimile, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that all parties need not sign the same counterpart.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Amended and Restated Stock Option Agreement as of the 20th day of November, 2000.

COMPANY:

DemandStar.com, Inc.

By: O.F. Ramos
O. F. Ramos, President

Optionee acknowledges receipt of a copy of the Plan and represents that he is familiar with the terms and provisions thereof, and hereby accepts this Option subject to all of the terms and provisions thereof. Optionee has reviewed the Plan and this Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Agreement, and fully understands all provisions of this Agreement.

Dated: November 20, 2000

OPTIONEE:

By: ______________________
Edward S. Jordan

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EXHIBIT E-3

FORM OF JORDAN OPTION AGREEMENT AMENDMENT

DEMANDSTAR.COM, INC.

AMENDED AND RESTATED
STOCK OPTION AGREEMENT
FOR
EDWARD S. JORDAN

AGREEMENT

THIS AMENDED AND RESTATED STOCK OPTION AGREEMENT (the "Agreement") is made and entered into as of November 20, 2000, by and between **DEMANDSTAR.COM, INC.**, a Florida corporation (the "Company") and **EDWARD S. JORDAN** (the "Optionee"). This Agreement amends and restates in its entirety that certain nonqualified Stock Option Agreement, dated February 29, 2000, between the Company and Optionee (the "Original Stock Option Agreement"). The Company and the Optionee are sometimes hereinafter referred to individually as a "Party" and collectively as "Parties").

RECITALS

A. WHEREAS, on February 29, 2000, the Parties entered into the Original Stock Option Agreement detailing the grant by the Company to the Optionee of nonqualified stock options to purchase up to 50,000 shares of the Company's common stock; and

B. WHEREAS, Company and Executive desire to amend and restate the Original Stock Option Agreement as hereinafter set forth, which amendment and restatement is subject to the closing of a merger (the "Merger") between the Company and Onvia, Inc., a Delaware corporation ("Onvia"), pursuant to that certain Agreement and Plan of Merger dated November 20, 2000 (the "Merger Agreement").

NOW THEREFORE, in consideration of the Optionee's future contribution to the Company, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed that as of the Effective Time (as defined in the Merger Agreement), the Original Stock Option Agreement will be amended and restated as follows:

1. Grant of Option. As of February 29, 2000 (the "Date of Grant"), the Company granted to Optionee options (the "Options") to purchase up to 50,000 shares of the Company's Common Stock, \$.01 par value per share (the "Shares"), at an exercise price per share equal to \$1.00 (the "Exercise Price"). The terms and conditions of the Options, as originally stated and awarded, are restated herein and remain unchanged except as set forth herein. The Options were issued pursuant to the Company's 1999 Employee Incentive Compensation Plan (the "Plan"), which is incorporated herein for all purposes. The Options shall be treated by the Company as

incentive stock options within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended (the "Code") and not nonqualified stock options, if and to the extent that the limitations under Section 6(b)(iii)(B) of the Plan and Section 422(d) of the Code (the "Limitations"), are not exceeded. To the extent the Limitations are exceeded, that portion of the Options shall be treated as nonqualified stock options. The Optionee hereby acknowledges receipt of a copy of the Plan and agrees to be bound by all of the terms and conditions hereof and thereof.

2. Definitions. Unless otherwise provided herein, terms used herein that are defined in the Plan and not defined herein shall have the meanings attributed to them in the Plan.

3. Exercise Schedule. Except as otherwise provided in Sections 6 or 9 of this Agreement or, in the Plan, the Option shall be exercisable in whole or in part and cumulatively according to the following schedule:

(i) 25,000 as of the Closing Date (as defined in the Merger Agreement);

(ii) 3,750 on the sixth month anniversary of the Closing Date;

(iii) 506 each monthly anniversary of the Closing Date commencing in the seventh month after the Closing Date for forty-one (41) months; and

(iv) 504 on the date of the forty-second (42^{nd}) month anniversary of the Closing Date.

The Options shall terminate on, and in no event shall the Options be exercisable after, February 29, 2010.

4. Method of Exercise. This Option shall be exercisable in whole or in part in accordance with the exercise schedule set forth in Section 3 hereof by written notice which shall state the election to exercise the Option, the number of Shares in respect of which the Option is being exercised, and such other representations and agreements as to the holder's investment intent with respect to such Shares as may be required by the Company pursuant to the provisions of the Plan. Such written notice shall be signed by the Optionee and shall be delivered in person or by certified mail to the President of the Company. The written notice shall be accompanied by payment of the exercise price. This Option, or portion thereof, shall be deemed to be exercised after both (a) receipt by the Company of such written notice accompanied by the exercise price and (b) arrangements that are satisfactory to the Committee in its sole discretion have been made for Optionee's payment to the Company of the amount that is necessary to be withheld in accordance with applicable Federal or state withholding requirements. No Shares will be issued pursuant to the Option unless and until such issuance and such exercise shall comply with all relevant provisions of applicable law, including the requirements of any stock exchange upon which the Shares then may be traded.

5. Method of Payment. Payment of the exercise price shall be by any of the following, or a combination thereof, at the election of the Optionee: (a) cash; (b) check; or (c) such other consideration or in such other manner as may be determined by the Board of Directors of Onvia or the Committee in its absolute discretion.

6. Termination of Option. Any unexercised portion of the Option shall automatically and without notice terminate and become null and void at the time of the earliest to occur of:

(a) three (3) months after the date on which the Optionee's employment with the Company is terminated for any reason other than by reason of (A) "cause" (as defined in Optionee's Amended and Restated Employment Agreement of even date herewith), (B) a mental or physical disability (within the meaning of Section 22(e) of the Internal Revenue Code of 1986, as amended) of the Optionee as determined by a medical doctor satisfactory to the Committee, or (C) death;

(b) immediately upon the termination of the Optionee's employment with the Company for cause;

(c) twelve months after the date on which the Optionee's employment with the Company is terminated by reason of a mental or physical disability (within the meaning of Section 22(e) of the Internal Revenue Code of 1986, as amended) as determined by a medical doctor satisfactory to the Committee;

(d) twelve months after the date of termination of the Optionee's employment with the Company by reason of the death of the Optionee (or three months after the date on which the Optionee shall die if such death shall occur during the one year period specified in paragraph (c) of this Section 6).

Also, the Committee in its sole discretion may by giving written notice (the "cancellation notice") cancel, effective upon the date of the consummation of any Corporate Transaction described in Subsection 9(b)(ii) of the Plan, any Option that remains unexercised on such date. Such cancellation notice shall be given a reasonable period of time prior to the proposed date of such cancellation and may be given either before or after approval of such Corporate Transaction.

7. Transferability. The Options are not transferable otherwise than by will or the laws of descent and distribution, and during the lifetime of the Optionee the Option shall be exercisable only by the Optionee. The terms of the Options shall be binding upon the executors, administrators, heirs, successors and assigns of the Optionee.

8. No Rights of Stockholders. Neither the Optionee nor any personal representative (or beneficiary) shall be, or shall have any of the rights and privileges of, a stockholder of the Company with respect to any shares of Stock purchasable or issuable upon the exercise of the Option, in whole or in part, prior to the date of exercise of the Option.

9. Change in Control. The following shall apply in the event of a Change in Control (as defined in the Plan) of the Company (other than the Merger) or Onvia that may occur subsequent to the Merger: (a) 25% of the then unvested Options shall immediately vest and be fully exercisable at the time of the Change of Control, with the remainder continuing to vest on a pro-rata basis in accordance with the vesting schedule provided in any applicable stock option agreement between the Parties; and (b) if the Optionee's employment is terminated by the Company other than for cause within 12 months following a Change of Control, then 100% of the remaining unvested options will vest at the time of the termination.

10. No Right to Continued Employment. Neither the Options nor this Agreement shall confer upon the Optionee any right to continued employment or service with the Company.

11. Law Governing. This Agreement shall be governed in accordance with and governed by the internal laws of the State of Florida.

12. Interpretation. The Optionee accepts the Options subject to all the terms and provisions of the Plan and this Agreement. The undersigned Optionee hereby accepts as binding, conclusive and final all decisions or interpretations of the Committee upon any questions arising under the Plan and this Agreement.

13. Notices. Any notice under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, registered, postage prepaid, and addressed, in the case of the Company, to the Company c/o Onvia, ATTN: Legal Counsel at 1260 Mercer Street, Seattle, Washington 98109 and, in the case of the Optionee, to the Optionee's last permanent address as shown on the Company's records, subject to the right of either party to designate some other address at any time hereafter in a notice satisfying the requirements of this Section.

14. Effective Time. This Agreement shall become effective immediately prior to the Effective Time and may not be amended, modified or changed without the prior written consent of Onvia. If the Merger Agreement is terminated, this Agreement shall be of no further force and effect and the Original Stock Option Agreement shall remain in full force and effect.

15. Incentive Stock Option Treatment. With respect to the Options, or any portion thereof, that are Incentive Stock Options, the terms of this Option shall be interpreted in a manner consistent with the intent of the Company and the Optionee that the Option, or applicable portion thereof, qualify as an Incentive Stock Option under Section 422 of the Code. If any provision of the Plan or the Agreement shall be impermissible in order for the Option, or portion thereof, to qualify as an Incentive Stock Option, then such Option, or portion thereof, shall be construed and enforced as if such provision had never been included in the Plan or the Option.

16. Tax Consequences with Respect to Incentive Stock Options. Set forth below is a brief summary as of the date of this Option of some of the federal tax consequences of exercise of this Option, or any portion thereof, as an Incentive Stock Option, and disposition of the

Shares. THIS SUMMARY IS NECESSARILY INCOMPLETE, AND THE TAX LAWS AND REGULATIONS ARE SUBJECT TO CHANGE. OPTIONEE SHOULD CONSULT A TAX ADVISER BEFORE EXERCISING THIS OPTION OR DISPOSING OF THE SHARES.

(a) Exercise of Option. There will be no regular federal income tax liability upon the exercise of the Option, although the excess, if any, of the fair market value of the Shares on the date of exercise over the Exercise Price will be treated as an adjustment to the alternative minimum tax for federal tax purposes and may subject the Optionee to the alternative minimum tax in the year of exercise.

(b) Disposition of Shares. If Shares transferred pursuant to the Option are held for at least one year after exercise and are disposed of at least two years after the Date of Grant, any gain realized on disposition of the Shares will also be treated as long-term capital gain for federal income tax purposes. If Shares purchased under the Option are disposed of within such one-year period or within two years after the Date of Grant, any gain realized on such disposition will be treated as compensation income (taxable at ordinary income rates) to the extent of the difference between the Exercise Price and the lesser of (1) the fair market value of the Shares on the date of exercise, or (2) the sales price of the Shares.

(c) Notice of Disqualifying Disposition of Option Shares. If Optionee sells or otherwise disposes of any of the Shares acquired pursuant to the Option on or before the later of (1) the date two years after the Date of Grant, or (2) the date one year after the date of exercise, the Optionee shall immediately notify the Company in writing of such disposition. Optionee agrees that Optionee may be subject to the income tax withholding by the Company on the compensation income recognized by the Optionee from the early disposition by payment in cash or out of the current earnings paid to the Optionee.

17. Waiver. Optionee hereby waives any benefits that would accrue or acceleration that would occur as a result of the Merger being a Change of Control under the Plan.

18. Counterparts. This Agreement may be executed in one or more counterparts, and by facsimile, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that all parties need not sign the same counterpart.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Amended and Restated Stock Option Agreement as of the 20th day of November, 2000.

COMPANY:

DemandStar.com, Inc.

By: O. F. Ramos

O. F. Ramos, President

Optionee acknowledges receipt of a copy of the Plan and represents that he is familiar with the terms and provisions thereof, and hereby accepts this Options subject to all of the terms and provisions thereof. Optionee has reviewed the Plan and this Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Agreement, and fully understands all provisions of this Agreement.

Dated: November 20, 2000

OPTIONEE:

By: ______________________

Edward S. Jordan

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EXHIBIT F-1

FORM OF NORTH EMPLOYMENT AGREEMENT AMENDMENT

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This Amended and Restated Employment Agreement (this "**Amended Agreement**") is made and entered into as of November 20, 2000, by and between DEMANDSTAR.COM, INC., a Florida corporation, f/k/a Information On Demand, Inc. (the "**Company**") and William Knox North (the "**Executive**") (the Company and the Executive are sometimes hereinafter referred to individually as a "**Party**" and collectively as "**Parties**").

RECITALS

A. WHEREAS, on December 1, 1999, Company and Executive entered into an employment agreement (the "**Employment Agreement**"); and

B. WHEREAS, Company and Executive desire to amend and restate the Employment Agreement as hereinafter set forth, which amendment and restatement is subject to the closing of a merger (the "**Merger**") between the Company and Onvia, Inc., a Delaware corporation ("**Onvia**"), pursuant to that certain Agreement and Plan of Merger dated November 20, 2000 (the "**Merger Agreement**").

NOW THEREFORE, in consideration of Executive's future contribution to the Company (and its successor by merger), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that as of the Effective Time (as defined in the Merger Agreement), the Employment Agreement will be amended and restated as follows:

1. Employment.

1.1 Employment and Term. The Company hereby agrees to employ the Executive and the Executive hereby agrees to serve the Company on the terms and conditions set forth herein:

1.2 Duties of Executive. During the term of this Amended Agreement, the Executive shall serve as Vice President, Government Exchange Technology (or as otherwise agreed to by the Parties hereto) of Onvia, and shall diligently perform all reasonable and appropriate services as may be assigned to him by the President or Chief Executive Officer of Onvia, and shall exercise such power and authority as may from time to time be delegated to him by the President, Chief Executive Officer or the Board of Directors of Onvia. The Executive shall devote his full time and attention to the business and affairs of the Company, render such services to the best of his ability, and use his best efforts to promote the interests of the Company.

2. Term.

2.1 Initial Term. The initial term of the Employment Agreement, and the employment of the Executive hereunder, commenced on December 1, 1999 (the "**Commencement Date**") and shall expire on December 31, 2002, unless sooner terminated in accordance with Section 5 (the "**Initial Term**"). This period during which the Executive shall be employed by the Company pursuant to the terms of this Amended Agreement is sometimes referred to herein as the ("**Term of Employment**").

2.2 Renewal Terms. At the end of the Initial Term, the Term of Employment under this Amended Agreement shall automatically renew for successive one-year terms (the "**Renewal Term**") and continue until terminated by either of the Parties as provided for herein in Section 5.

2.3 Expiration Date. The date on which this Amended Agreement and the Term of Employment shall expire (including the date on which any renewal term shall expire) is sometimes referred to in this Amended Agreement as the "Expiration Date."

3. Compensation.

3.1 Base Salary. The Executive shall receive a base salary at the annual rate of One Hundred Fifty Thousand Dollars ($150,000) (the "**Base Salary**") during the Term of Employment, with such Base Salary payable in installments consistent with the Company's normal payroll schedule, subject to applicable withholding and other taxes. The Base Salary also shall be reviewed, at least annually, for merit and cost of living adjustment increases and may, by action and in the discretion of the Board of Directors of Onvia, be increased at any time or from time to time.

3.2 Bonuses. During the Term of Employment, the Executive shall be eligible to receive quarterly bonuses up to twenty-five percent (25%) of the then current quarterly Base Salary ("**Incentive Compensation**") based on achieving Goals set by the Board of Directors of Onvia or any duly authorized committee thereof (the "**Goals**"). The Goals and bonus will be graduated in nature. Each period for which Incentive Compensation is payable in respect of the Goals is sometimes hereinafter referred to as a "Bonus Period."

4. Expense Reimbursement and Other Benefits.

4.1 Reimbursement of Expenses. During the Term of Employment, upon the submission of proper substantiation by the Executive, and subject to such rules and guidelines as the Company may from time to time adopt, the Company shall reimburse the Executive for all reasonable expenses actually paid or incurred by the Executive in the course of and pursuant to the business of the Company. The Executive shall account to the Company in writing for all expenses for which reimbursement is sought and shall supply to the Company copies of all relevant invoices, receipts or other evidence reasonably requested by the Company.

4.2 Compensation/Benefit Programs. During the Term of Employment, either the Company or Onvia, as appropriate (as determined by the Chief Executive Officer of Onvia), shall provide to the Executive the same benefits that the Company or Onvia makes generally available to its employees (e.g., participation in the 401(k) plan, stock option plan, employee stock purchase plan and cash incentive programs), subject to the Executive's satisfaction of the respective eligibility requirements for such benefits. In respect of all such benefits, the Company or Onvia shall retain the discretion to determine the amount or value of the benefit to Executive, if such benefit is discretionary in nature in respect of similarly situated personnel of the Company or Onvia.

4.3 Working Facilities. The Company shall furnish the Executive with access to facilities and services suitable to his position and adequate for the performance of his duties hereunder.

4.4. Stock Options. Pursuant to the Employment Agreement and for services rendered to the Company, the Company previously granted Executive options to purchase 150,000 shares of the Company's common stock (the "**DSI Options**"). Effective upon the closing of the Merger, the DSI Options shall be converted into the number of options for purchase of Onvia common stock pursuant to the conversion formula set forth in the Merger Agreement (the "**Conversion Options**"). The Conversion Options shall be qualified options, to the extent permissible under applicable law, and any Conversion Options that cannot be qualified options, shall be non-qualified options. The Conversion Options shall have the vesting schedule(s) and the exercise price(s) set forth in the Amended and Restated Stock Option Agreements (as defined in the Merger Agreement) to be executed by the Parties on even date herewith. In addition, immediately following the Closing Date (as defined in the Merger Agreement), the Executive shall receive options to purchase Onvia common stock (the "**Onvia Options**") in an amount equal to 100,000 shares minus the number of unvested Conversion Options held by the Executive upon the closing of the Merger (e.g., if 75,000 unvested DSI Options are converted into 45,000 unvested Conversion Options, then the Executive will receive 55,000 Onvia Options). The Onvia Options will have the same vesting (over four years with a one year cliff), change of control and other terms as normally provided by Onvia to its executives pursuant to its form of stock option agreement; provided, however, that the exercise price shall be as determined by the Board of Directors of Onvia at fair market value as of the Closing Date.

4.5 Other Benefits. The Executive shall be entitled to three weeks of vacation each calendar year during the Term of Employment, to be taken at such times as the Executive and the Company shall mutually determine and provided that no vacation time shall interfere with the duties required to be rendered by the Executive hereunder. The Executive shall receive such additional benefits, if any, as the Board of Directors of Onvia shall from time to time determine.

4.6 Relocation. The Company shall pay for all relocation expenses incurred by the Executive if the Company and Executive agree that Executive should relocate.

5. Termination.

5.1 Termination for Cause. The Company shall at all times have the right, upon written notice to the Executive, to terminate the Executive's employment hereunder for cause. For purposes of this Amended Agreement, the term "cause" shall mean: (a) an action or omission of the Executive which constitutes a willful and intentional material breach of this Amended Agreement which is not cured within thirty (30) days after receipt by the Executive of written notice of same, (b) fraud, embezzlement, misappropriation of funds or breach of trust in connection with his services hereunder, (c) conviction of any crime which involves dishonesty or a breach of trust, or (d) gross negligence in connection with the performance of the Executive's duties hereunder. Any termination for cause shall be made in writing to the Executive, which notice shall set forth in detail all acts or omissions upon which the Company is relying for such termination. The Executive shall have the right to address the Board of Directors of Onvia and the Company regarding the acts set forth in the notice of termination. Upon any termination pursuant to this Subsection 5.1, the Company shall pay to the Executive his Base Salary to the date of termination. The Company shall have no further liability hereunder other than for: (i) reimbursement for reasonable business expenses incurred prior to the date of termination, subject, however, to the provisions of Subsection 4.1, and (ii) payment of compensation for unused vacation days that have accumulated during the calendar year in which such termination occurs.

5.2 Death. In the event of the death of the Executive during the Term of Employment hereunder, the Company shall: (a) pay to the estate of the deceased Executive any unpaid Base Salary through the Executive's date of death, (b) pay to the estate of the deceased Executive his accrued and declared but unpaid Incentive Compensation, if any, for any Bonus Period ending on or before the Executive's date of death, (c) pay to the estate of the deceased Executive (within forty-five (45) days after the end of the Bonus Period in which his death occurs) a prorata portion (based upon the Bonus Period ending on the date of death) of the Incentive Compensation, if any, for the Bonus Period in which his death occurs, as calculated pursuant to the terms of the Goals; provided that, the Goals for each Bonus Period used in the calculation of the Executive's Incentive Compensation shall be based on: (i) the portion of the Bonus Period through the end of the Bonus Period in which the Executive's death occurs, and (ii) unaudited financial information prepared in accordance with generally accepted accounting principles, applied consistently with prior periods, as approved and reviewed by the Board of Directors of Onvia. The Company shall have no further liability hereunder other than for: (x) reimbursement for reasonable business expenses incurred prior to the date of the Executive's death, subject, however to the provisions of Subsection 4.1, and (y) payment of compensation for unused vacation days that have accumulated during the calendar year in which such termination occurs.

5.3 Termination Without Cause. Neither the Company nor the Executive shall have the right to terminate Executive's employment for six (6) months following the Closing Date. Thereafter, both the Company and the Executive shall have the right to terminate the Executive's employment without cause during the Term of Employment and any renewal term thereof upon sixty (60) days advance written notice to the non-terminating Party (the "**Termination Notice**"). Upon any termination pursuant to this Subsection 5.3 that is not a termination under Subsection 5.1 or 5.2, the Company shall:

a. pay to the Executive any unpaid Base Salary through the effective date of termination specified in such notice;

b. pay to the Executive his accrued and declared but unpaid Incentive Compensation, if any, for any Bonus Period ending on or before the date of the termination of the Executive's employment with the Company;

c. pay to the Executive (within forty-five (45) days after the end of the Bonus Period in which such termination occurs) a prorata portion (based upon the Bonus Period ending on the date of termination of the Executive's employment hereunder) of the Incentive Compensation, if any, for the Bonus Period in which such termination occurs, as calculated pursuant to the Goals; provided that the Goals for each period used in the calculation of the Executive's Incentive Compensation, shall be based on: (i) the portion of the Bonus Period through the end of the Bonus Period in which such termination occurs, and (ii) unaudited financial information prepared in accordance with generally accepted accounting principles, applied consistently with prior periods, as approved and reviewed by the Board; and

d. pay to the Executive a lump sum payment equal to six (6) months of Executive's Base Salary (as in effect on the day the Termination Notice is given) within fourteen (14) days following the date of termination as specified in the Termination Notice.

The Company shall have no further liability hereunder other than for: (x) reimbursement for reasonable business expenses incurred prior to the date of termination, subject, however to the provisions of Subsection 4.1 and (y) payment of compensation for unused vacation days that have accumulated during the calendar year in which such termination occurs.

5.4 Survival. The provisions of this Article 5 shall survive the termination or expiration of this Amended Agreement, as applicable.

6. Restrictive Covenants.

6.1 Non-competition. At all times while the Executive is employed by the Company and for a two (2) year period after the termination of the Executive's employment with the Company for any reason, the Executive shall not, directly or indirectly, engage in or have any interest in any sole proprietorship, partnership, corporation or business or any other person or entity (whether as an employee, officer, director, partner, agent, security holder, creditor, consultant or otherwise) that directly or indirectly (or through any affiliated entity) engages in a business directly or indirectly in competition with the Company's business in the United States, Canada or any foreign market (as such business is described in the Company's prospectus dated March 27, 2000 relating to its rights offering); provided that such provision shall not apply to (i) the Executive's ownership of Common Stock of the Company or the acquisition by the Executive, solely as an investment, of securities of any issuer that is registered under Section 12(b) or 12(g) of the Securities Exchange Act of 1934, as amended, and that are listed or admitted for trading on any United States national securities exchange or that are quoted on the National Association of Securities Dealers Automated Quotations System, or any similar system of automated dissemination of quotations of securities prices in common use, so long as the Executive does not control, acquire a controlling interest in or become a member of a group which exercises direct or indirect control of, more than five percent of any class of capital stock of such issuer, or (ii) investments made by any private equity fund in which the Executive has a direct or indirect participation, provided that the Executive's equity ownership in such equity fund does not exceed fifteen (15%) percent.

6.2 Nondisclosure. The Executive shall not at any time divulge, communicate, use to the detriment of the Company or for the benefit of any other person or persons, or misuse in any way, any Confidential Information (as hereinafter defined) pertaining to the business of the Company. Any Confidential Information or data now or hereafter acquired by the Executive with respect to the business of the Company (which shall include, but not be limited to, information concerning the Company's financial condition, prospects, technology, customers, suppliers, sources of leads and methods of doing business) shall be deemed a valuable, special and unique asset of the Company that is received by the Executive in confidence and as a fiduciary, and Executive shall remain a fiduciary to the Company with respect to all of such information. For purposes of this Amended Agreement, "Confidential Information" means information disclosed to the Executive or known by the Executive as a consequence of or through his employment by the Company (including information conceived, originated, discovered or developed by the Executive) prior to or after the date hereof, and not generally known, about the Company or its business. Notwithstanding the foregoing, nothing herein shall be deemed to restrict the Executive from disclosing Confidential Information to the extent required by law.

6.3 Nonsolicitation of Employees and Clients. At all times while the Executive is employed by the Company and for a two (2) year period after the termination of the Executive's employment with the Company for any reason, the Executive shall not, directly or indirectly, for himself or for any other person, firm, corporation, partnership, association or other entity: (a) employ or attempt to employ or enter into any contractual arrangement with any employee or former employee of the Company, unless such employee or former employee has not been employed by the Company for a period in excess of six months, and/or (b) call on or solicit any of the actual or targeted prospective clients of the Company on behalf of any person or entity in connection with any business competitive with the business of the Company, nor shall the Executive make known the names and addresses of such clients or any information relating in any manner to the Company's trade or business relationships with such customers, other than in connection with the performance of Executive's duties under this Amended Agreement.

6.4 Ownership of Developments. All copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, or works of authorship developed or created by Executive during the course of performing work for the Company or its clients (collectively, the "**Work Product**") shall belong exclusively to the Company and shall, to the extent possible, be considered a work made by the Executive for hire for the Company within the meaning of Title 17 of the United States Code. To the extent the Work Product may not be considered work made by the Executive for hire for the Company, the Executive agrees to assign, and automatically assign at the time of creation of the Work Product, without any requirement of further consideration, any right, title, or interest the Executive may have in such Work Product. Upon the request of the Company, the Executive shall take such further actions, including execution and delivery of instruments of conveyance, as may be appropriate to give full and proper effect to such assignment.

6.5 Books and Records. Unless Executive remains a director of the Company, if applicable, all books, records, and accounts relating in any manner to the customer or clients of the Company, whether prepared by the Executive or otherwise coming into the Executive's possession, shall be the exclusive property of the Company and shall be returned immediately to the Company on termination of the Executive's employment hereunder or on the Company's request at any time.

6.6 Definition of Company. Solely for purposes of this Section 6, the term "Company" also shall include the Company, Onvia, any existing or future subsidiaries of the Company or Onvia that are operating during the time periods described herein and any other entities that directly or indirectly, through one or more intermediaries, control, are controlled by or are under common control with the Company or Onvia during the periods described herein.

6.7 Acknowledgment by Executive. The Executive acknowledges and confirms that the length of the term of the provisions of this Section 6 and the geographical restrictions contained in Subsection 6.1 are fair and reasonable and not the result of overreaching, duress or coercion of any kind. The Executive further acknowledges and confirms that his full, uninhibited and faithful observance of each of the covenants contained in this Section 6 will not cause him any undue hardship, financial or otherwise, and that enforcement of each of the covenants contained herein will not impair his ability to obtain employment commensurate with his abilities and on terms fully acceptable to him or otherwise to obtain income required for the comfortable support of him and his family and the satisfaction of the needs of his creditors. The Executive acknowledges and confirms that his special knowledge of the business of the Company is such as would cause the Company serious injury or loss if he were to use such ability and knowledge to the benefit of a competitor or were to compete with the Company in violation of the terms of this Section 6.

6.8 Reformation by Court. In the event that a court of competent jurisdiction shall determine that any provision of this Section 6 is invalid or more restrictive than permitted under the governing law of such jurisdiction, then only as to enforcement of this Section 6 within the jurisdiction of such court, such provision shall be interpreted and enforced as if it provided for the maximum restriction permitted under such governing law.

6.9 Extension of Time. If the Executive shall be in violation of any provision of this Section 6, then each time limitation set forth in this Section 6 shall be extended for a period of time equal to the period of time during which such violation or violations occur. In addition, if the Company seeks injunctive relief from such violation in any court, then the covenants set forth in this Section 6 shall be extended for a period of time equal to the pendency of such proceeding including all appeals by the Executive. .

6.10 Survival. The provisions of this Section 6 shall survive the termination or expiration of this Amended Agreement, as applicable.

7. Injunction. It is recognized and hereby acknowledged by the Parties hereto that a breach by the Executive of any of the covenants contained in Section 6 of this Amended Agreement will cause irreparable harm and damage to the Company, the monetary amount of which may be virtually impossible to ascertain. As a result, the Executive recognizes and hereby acknowledges that the Company shall be entitled to an injunction from any court of competent jurisdiction enjoining and restraining any violation of any or all of the covenants contained in Section 6 of this Amended Agreement by the Executive or any of his affiliates, associates, partners or agents, either directly or indirectly, and that such right to injunction shall be cumulative and in addition to whatever other remedies the Company may possess.

8. Assignment. Neither Party shall have the right to assign or delegate his rights or obligations hereunder, or any portion thereof, to any other person.

9. Governing Law. This Amended Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

10. Entire Agreement. This Amended Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and, upon its effectiveness, shall supersede all prior agreements, understandings and arrangements, both oral and written, between the Executive and the Company (or any of its affiliates) with respect to such subject matter. This Amended Agreement may not be modified in any way unless by a written instrument signed by both the Company and the Executive.

11. Notices. All notices required or permitted to be given hereunder shall be in writing and shall be personally delivered by courier, sent by registered or certified mail, return receipt requested or sent by confirmed facsimile transmission addressed as set forth herein. Notices personally delivered, sent by facsimile or sent by overnight courier shall be deemed given on the date of delivery and notices mailed in accordance with the foregoing shall be deemed given upon the earlier of receipt by the

addressee, as evidenced by the return receipt thereof, or three (3) days after deposit in the U.S. Mail. Notice shall be sent: (a) if to the Company, addressed to Onvia, 1260 Mercer Street, Seattle, Washington 98109, Attention: Legal Counsel, and (b) if to the Executive, to his address as reflected on the payroll records of the Company, or to such other address as either Party hereto may from time to time give notice of to the other.

12. Benefits; Binding Effect. This Amended Agreement shall be for the benefit of and binding upon the Parties hereto and their respective heirs, personal representatives, legal representatives, successors and, where applicable, assigns, including, without limitation, any successor to the Company, whether by merger, consolidation, sale of stock, sale of assets or otherwise.

13. Severability. The invalidity of any one or more of the words, phrases, sentences, clauses or sections contained in this Amended Agreement shall not affect the validity and enforceability of the remaining portions of this Amended Agreement or any part thereof, all of which are inserted conditionally on their being valid in law, and, in the event that any one or more of the words, phrases, sentences, clauses or sections contained in this Amended Agreement shall be declared invalid by a court of competent jurisdiction, this Amended Agreement shall be construed as if such invalid word or words, phrase or phrases, sentence or sentences, clause or clauses, or section or sections had not been inserted. If such invalidity is caused by length of time or size of area, or both, the otherwise invalid provision will be considered to be reduced to a period or area which would cure such invalidity.

14. Waivers. The waiver by either Party hereto of a breach or violation of any term or provision of this Amended Agreement shall not operate nor be construed as a waiver of any subsequent breach or violation.

15. Damages. Nothing contained herein shall be construed to prevent the Company or the Executive from seeking and recovering from the other damages sustained by either or both of them as a result of its or his breach of any term or provision of this Amended Agreement. In the event that either Party hereto brings suit for the collection of any damages resulting from, or the injunction of any action constituting, a breach of any of the terms or provisions of this Amended Agreement, then the Party found to be at fault shall pay all reasonable court costs and attorneys' fees of the other.

16. Section Headings. The section headings contained in this Amended Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Amended Agreement.

17. Third Party Beneficiary. Nothing expressed or implied in this Amended Agreement is intended, or shall be construed, to confer upon or give any person other than the Company, Onvia, the Parties hereto and their respective heirs, personal representatives, legal representatives, successors and assigns, any rights or remedies under or by reason of this Amended Agreement. Onvia shall be an intended third-party beneficiary of this Amended Agreement.

18. Effective Time. This Amended Agreement shall become effective immediately prior to the Effective Time (as defined in the Merger Agreement) and may not be amended, modified or changed without the prior written consent of Onvia. If the Merger Agreement is terminated, this Amended Agreement shall be of no further force and effect and the Employment Agreement shall remain in full force and effect.

19. Counterparts. This Agreement may be executed in one or more counterparts, and by facsimile, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that all parties need not sign the same counterpart.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Amended and Restated Employment Agreement as of the date first above written.

COMPANY

DEMANDSTAR.COM, INC.

By: O. F. Ramos

O. F. Ramos, President

EXECUTIVE

William Knox North

This Agreement, including all of the Company's obligators hereunder, will be assumed by Onvia as of the Closing Date.

ONVIA.COM, INC.

By: ______________________________

Name: ______________________________

Its: ______________________________

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IN WITNESS WHEREOF, the undersigned have executed this Amended and Restated Employment Agreement as of the date first above written.

COMPANY

DEMANDSTAR.COM, INC.

By: ______________________________
O. F. Ramos, President

EXECUTIVE

____
William Knox North

This Agreement, including all of the Company's obligators hereunder, will be assumed by Onvia as of the Closing Date.

ONVIA.COM, INC.

By: ______________________________

Name: Andrew Mun

Its: Legal Counsel

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EXHIBIT F-2

FORM OF NORTH OPTION AGREEMENT AMENDMENT

DEMANDSTAR.COM, INC.

AMENDED AND RESTATED
STOCK OPTION AGREEMENT
FOR
WILLIAM K. NORTH

AGREEMENT

THIS AMENDED AND RESTATED STOCK OPTION AGREEMENT (this "Agreement") is made and entered into as of November 20, 2000 by and between **DEMANDSTAR.COM, INC.**, a Florida corporation (the "Company") and **WILLIAM K. NORTH** (the "Optionee"). This Agreement amends and restates in its entirety that certain nonqualified Stock Option Agreement, dated February 29, 2000, between the Company and Optionee (the "Original Stock Option Agreement"). The Company and the Optionee are sometimes hereinafter referred to individually as a "Party" and collectively as "Parties").

RECITALS

A. WHEREAS, on February 29, 2000, the Parties entered into the Original Stock Option Agreement detailing the grant by the Company to the Optionee of nonqualified stock options to purchase up to 50,000 shares of the Company's common stock; and

B. WHEREAS, Company and Executive desire to amend and restate the Original Stock Option Agreement as hereinafter set forth, which amendment and restatement is subject to the closing of a merger (the "Merger") between the Company and Onvia, Inc., a Delaware corporation ("Onvia"), pursuant to that certain Agreement and Plan of Merger dated November 20, 2000 (the "Merger Agreement").

NOW THEREFORE, in consideration of the Optionee's future contribution to the Company, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed that as of the Effective Time (as defined in the Merger Agreement), the Original Stock Option Agreement will be amended and restated as follows:

1. Grant of Option. As of February 29, 2000 (the "Date of Grant"), the Company granted to Optionee options (the "Options") to purchase up to 50,000 shares of the Company's Common Stock, $.01 par value per share (the "Shares"), at an exercise price per share equal to $1.00 (the "Exercise Price"). The terms and conditions of the Options, as originally stated and awarded, are restated herein and remain unchanged except as set forth herein. The Options were issued pursuant to the Company's 1999 Employee Incentive Compensation Plan (the "Plan"), which is incorporated herein for all purposes. The Options shall be treated by the Company as incentive stock options within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended (the "Code") and not nonqualified stock options, if and to the extent that the

limitations under Section 6(b)(iii)(B) of the Plan and Section 422(d) of the Code (the "Limitations"), are not exceeded. To the extent the Limitations are exceeded, that portion of the Options shall be treated as nonqualified stock options. The Optionee hereby acknowledges receipt of a copy of the Plan and agrees to be bound by all of the terms and conditions hereof and thereof.

2. Definitions. Unless otherwise provided herein, terms used herein that are defined in the Plan and not defined herein shall have the meanings attributed to them in the Plan.

3. Exercise Schedule. Except as otherwise provided in Sections 6 or 9 of this Agreement or, in the Plan, the Option shall be exercisable in whole or in part and cumulatively according to the following schedule:

(i) 25,000 as of the Closing Date (as defined in the Merger Agreement);

(ii) 3,750 on the sixth month anniversary of the Closing Date;

(iii) 506 each monthly anniversary of the Closing Date commencing in the seventh month after the Closing Date for forty-one (41) months; and

(iv) 504 on the date of the forty-second (42^{nd}) month anniversary of the Closing Date.

The Options shall terminate on, and in no event shall the Options be exercisable after, February 29, 2010.

4. Method of Exercise. This Option shall be exercisable in whole or in part in accordance with the exercise schedule set forth in Section 3 hereof by written notice which shall state the election to exercise the Option, the number of Shares in respect of which the Option is being exercised, and such other representations and agreements as to the holder's investment intent with respect to such Shares as may be required by the Company pursuant to the provisions of the Plan. Such written notice shall be signed by the Optionee and shall be delivered in person or by certified mail to the President of the Company. The written notice shall be accompanied by payment of the exercise price. This Option, or portion thereof, shall be deemed to be exercised after both (a) receipt by the Company of such written notice accompanied by the exercise price and (b) arrangements that are satisfactory to the Committee in its sole discretion have been made for Optionee's payment to the Company of the amount that is necessary to be withheld in accordance with applicable Federal or state withholding requirements. No Shares will be issued pursuant to the Option unless and until such issuance and such exercise shall comply with all relevant provisions of applicable law, including the requirements of any stock exchange upon which the Shares then may be traded.

5. Method of Payment. Payment of the exercise price shall be by any of the following, or a combination thereof, at the election of the Optionee: (a) cash; (b) check; or (c) such other consideration or in such other manner as may be determined by the Board of Directors of Onvia or the Committee in its absolute discretion.

6. Termination of Option. Any unexercised portion of the Option shall automatically and without notice terminate and become null and void at the time of the earliest to occur of:

(a) three (3) months after the date on which the Optionee's employment with the Company is terminated for any reason other than by reason of (A) "cause" (as defined in Optionee's Amended and Restated Employment Agreement of even date herewith), (B) a mental or physical disability (within the meaning of Section 22(e) of the Internal Revenue Code of 1986, as amended) of the Optionee as determined by a medical doctor satisfactory to the Committee, or (C) death;

(b) immediately upon the termination of the Optionee's employment with the Company for cause;

(c) twelve months after the date on which the Optionee's employment with the Company is terminated by reason of a mental or physical disability (within the meaning of Section 22(e) of the Internal Revenue Code of 1986, as amended) as determined by a medical doctor satisfactory to the Committee;

(d) twelve months after the date of termination of the Optionee's employment with the Company by reason of the death of the Optionee (or three months after the date on which the Optionee shall die if such death shall occur during the one year period specified in paragraph (c) of this Section 6).

Also, the Committee in its sole discretion may by giving written notice (the "cancellation notice") cancel, effective upon the date of the consummation of any Corporate Transaction described in Subsection 9(b)(ii) of the Plan, any Option that remains unexercised on such date. Such cancellation notice shall be given a reasonable period of time prior to the proposed date of such cancellation and may be given either before or after approval of such Corporate Transaction.

7. Transferability. The Options are not transferable otherwise than by will or the laws of descent and distribution, and during the lifetime of the Optionee the Option shall be exercisable only by the Optionee. The terms of the Options shall be binding upon the executors, administrators, heirs, successors and assigns of the Optionee.

8. No Rights of Stockholders. Neither the Optionee nor any personal representative (or beneficiary) shall be, or shall have any of the rights and privileges of, a stockholder of the Company with respect to any shares of Stock purchasable or issuable upon the exercise of the Option, in whole or in part, prior to the date of exercise of the Option.

9. Change in Control. The following shall apply in the event of a Change in Control (as defined in the Plan) of the Company (other than the Merger) or Onvia that may occur subsequent to the Merger: (a) 25% of the then unvested Options shall immediately vest and be fully exercisable at the time of the Change of Control, with the remainder continuing to vest on a pro-rata basis in accordance with the vesting schedule herein; and (b) if the Optionee's employment is terminated by the Company other than for cause within 12 months following a Change of Control, then 100% of the remaining unvested options will vest at the time of the termination.

10. No Right to Continued Employment. Neither the Options nor this Agreement shall confer upon the Optionee any right to continued employment or service with the Company.

11. Law Governing. This Agreement shall be governed in accordance with and governed by the internal laws of the State of Florida.

12. Interpretation. The Optionee accepts the Options subject to all the terms and provisions of the Plan and this Agreement. The undersigned Optionee hereby accepts as binding, conclusive and final all decisions or interpretations of the Committee upon any questions arising under the Plan and this Agreement.

13. Notices. Any notice under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, registered, postage prepaid, and addressed, in the case of the Company, to the Company c/o Onvia, ATTN: Legal Counsel at 1260 Mercer Street, Seattle, Washington 98109 and, in the case of the Optionee, to the Optionee's last permanent address as shown on the Company's records, subject to the right of either party to designate some other address at any time hereafter in a notice satisfying the requirements of this Section.

14. Effective Time. This Agreement shall become effective immediately prior to the Effective Time and may not be amended, modified or changed without the prior written consent of Onvia. If the Merger Agreement is terminated, this Agreement shall be of no further force and effect and the Original Stock Option Agreement shall remain in full force and effect.

15. Incentive Stock Option Treatment. With respect to the Options, or any portion thereof, that are Incentive Stock Options, the terms of this Option shall be interpreted in a manner consistent with the intent of the Company and the Optionee that the Option, or applicable portion thereof, qualify as an Incentive Stock Option under Section 422 of the Code. If any provision of the Plan or the Agreement shall be impermissible in order for the Option, or portion thereof, to qualify as an Incentive Stock Option, then such Option, or portion thereof, shall be construed and enforced as if such provision had never been included in the Plan or the Option.

16. Tax Consequences with Respect to Incentive Stock Options. Set forth below is a brief summary as of the date of this Option of some of the federal tax consequences of exercise of this Option, or any portion thereof, as an Incentive Stock Option, and disposition of the Shares. THIS SUMMARY IS NECESSARILY INCOMPLETE, AND THE TAX LAWS AND

REGULATIONS ARE SUBJECT TO CHANGE. OPTIONEE SHOULD CONSULT A TAX ADVISER BEFORE EXERCISING THIS OPTION OR DISPOSING OF THE SHARES.

(a) Exercise of Option. There will be no regular federal income tax liability upon the exercise of the Option, although the excess, if any, of the fair market value of the Shares on the date of exercise over the Exercise Price will be treated as an adjustment to the alternative minimum tax for federal tax purposes and may subject the Optionee to the alternative minimum tax in the year of exercise.

(b) Disposition of Shares. If Shares transferred pursuant to the Option are held for at least one year after exercise and are disposed of at least two years after the Date of Grant, any gain realized on disposition of the Shares will also be treated as long-term capital gain for federal income tax purposes. If Shares purchased under the Option are disposed of within such one-year period or within two years after the Date of Grant, any gain realized on such disposition will be treated as compensation income (taxable at ordinary income rates) to the extent of the difference between the Exercise Price and the lesser of (1) the fair market value of the Shares on the date of exercise, or (2) the sales price of the Shares.

(c) Notice of Disqualifying Disposition of Option Shares. If Optionee sells or otherwise disposes of any of the Shares acquired pursuant to the Option on or before the later of (1) the date two years after the Date of Grant, or (2) the date one year after the date of exercise, the Optionee shall immediately notify the Company in writing of such disposition. Optionee agrees that Optionee may be subject to the income tax withholding by the Company on the compensation income recognized by the Optionee from the early disposition by payment in cash or out of the current earnings paid to the Optionee.

17. Waiver. Optionee hereby waives any benefits that would accrue or acceleration that would occur as a result of the Merger being a Change of Control under the Plan.

18. Counterparts. This Agreement may be executed in one or more counterparts, and by facsimile, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that all parties need not sign the same counterpart.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Amended and Restated Stock Option Agreement as of the 20th day of November, 2000.

COMPANY:

DemandStar.com, Inc.

By: O. F. Ramos
O. F. Ramos, President

Optionee acknowledges receipt of a copy of the Plan and represents that he is familiar with the terms and provisions thereof, and hereby accepts this Options subject to all of the terms and provisions thereof. Optionee has reviewed the Plan and this Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Agreement, and fully understands all provisions of this Agreement.

Dated: November 20, 2000

OPTIONEE:

By:
William Knox North

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EXHIBIT F-3

FORM OF NORTH OPTION AGREEMENT AMENDMENT

DEMANDSTAR.COM, INC.

AMENDED AND RESTATED
STOCK OPTION AGREEMENT
FOR
WILLIAM K. NORTH

AGREEMENT

THIS AMENDED AND RESTATED STOCK OPTION AGREEMENT (this "Agreement") is made and entered into as of November 20, 2000 by and between **DEMANDSTAR.COM, INC.**, a Florida corporation (the "Company") and **WILLIAM K. NORTH** (the "Optionee"). This Agreement amends and restates in its entirety the incentive Stock Option Agreement, dated December 1, 1999, between the Company and Optionee (the "Original Qualified Agreement"). The Company and the Optionee are sometimes hereinafter referred to individually as a "Party" and collectively as "Parties").

RECITALS

A. WHEREAS, on December 1, 1999, the Parties entered into the Original Qualified Agreement detailing the grant by the Company to the Optionee of incentive stock options to purchase up to 100,000 shares of the Company's common stock; and

B. WHEREAS, Company and Executive desire to amend and restate the Original Qualified Agreement as hereinafter set forth, which amendment and restatement is subject to the closing of a merger (the "Merger") between the Company and Onvia.com, Inc., a Delaware corporation ("Onvia"), pursuant to that certain Agreement and Plan of Merger dated November 20, 2000 (the "Merger Agreement").

NOW THEREFORE, in consideration of the Optionee's future contribution to the Company, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed that as of the Effective Time (as defined in the Merger Agreement), the Original Qualified Agreement will be amended and restated as follows:

1. Grant of Option. As of December 1, 1999 (the "Date of Grant"), the Company granted to Optionee an option (the "Option") to purchase up to 100,000 shares of the Company's Common Stock, $.01 par value per share (the "Shares"), at an exercise price per share equal to $1.00 (the "Exercise Price"). The terms and conditions of the Option, as originally stated and awarded, shall remain unchanged unless otherwise reflected herein. The Option was issued pursuant to the Company's 1999 Employee Incentive Compensation Plan (the "Plan"), which is incorporated herein for all purposes. The Option is an Incentive Stock Option, and not a nonqualified stock option. The Optionee hereby acknowledges receipt of a copy of the Plan and agrees to be bound by all of the terms and conditions hereof and thereof.

2. Definitions. Unless otherwise provided herein, terms used herein that are defined in the Plan and not defined herein shall have the meanings attributed to them in the Plan.

3. Exercise Schedule. (a) Except as otherwise provided in Sections 6 or 9 of this Agreement, or in the Plan, the Option is exercisable in installments as provided below, which shall be cumulative. To the extent that the Option has become exercisable with respect to an amount of Shares as provided below, the Option may thereafter be exercised by the Optionee, in whole or in part, at any time or from time to time prior to the expiration of the Option as provided herein. The following indicates each date (the "Vesting Date") upon which the Optionee shall be entitled to exercise the Option with respect to the amount of Shares granted as indicated beside the date, provided that the Optionee has been continuously employed by the Company or a Subsidiary through and on the applicable Vesting Date:

(i) 50,000 as of the Closing Date (as defined in the Merger Agreement);

(ii) 7,500 of the then unvested options shall vest and become exercisable on the sixth month anniversary of the Closing Date;

(iii) 1,012 of the then unvested options shall vest on each monthly anniversary of the Closing Date commencing in the seventh month after the Closing Date for a period of forty-one (41) months thereafter; and

(iv) 1,008 of the then unvested options shall vest on the forty-second month anniversary of the Closing Date.

Except as otherwise specifically provided herein, there shall be no proportionate or partial vesting in the periods prior to each Vesting Date, and all vesting shall occur only on the appropriate Vesting Date. Upon an Optionee's termination of employment with the Company and its Subsidiaries, any unvested portion of the Option shall terminate and be null and void.

4. Method of Exercise. This Option shall be exercisable in whole or in part in accordance with the exercise schedule set forth in Section 3 hereof by written notice which shall state the election to exercise the Option, the number of Shares in respect of which the Option is being exercised, and such other representations and agreements as to the holder's investment intent with respect to such Shares as may be required by the Company pursuant to the provisions of the Plan. Such written notice shall be signed by the Optionee and shall be delivered in person or by certified mail to the President of the Company. The written notice shall be accompanied by payment of the Exercise Price. This Option, or portion thereof, shall be deemed to be exercised after both (a) receipt by the Company of such written notice accompanied by the Exercise Price and (b) arrangements that are satisfactory to the Committee in its sole discretion have been made for Optionee's payment to the Company of the amount, if any, that is necessary to be withheld in accordance with applicable Federal or state withholding requirements. No Shares will be issued

pursuant to the Option unless and until such issuance and such exercise shall comply with all relevant provisions of applicable law, including the requirements of any stock exchange upon which the Shares then may be traded.

5. Method of Payment. Payment of the exercise price shall be by any of the following, or a combination thereof, at the election of the Optionee: (a) cash; (b) check; or (c) such other consideration or in such other manner as may be determined by the Board of Directors of Onvia or the Committee in its absolute discretion.

6. Termination of Option. Any unexercised portion of the Option shall automatically and without notice terminate and become null and void at the time of the earliest to occur of:

(a) three (3) months after the date on which the Optionee's employment with the Company and its Subsidiaries is terminated for any reason other than by reason of (A) "cause" (as defined in Optionee's Amended and Restated Employment Agreement of even date herewith), (B) a mental or physical disability (within the meaning of Section 22(e) of the Internal Revenue Code of 1986, as amended) of the Optionee as determined by a medical doctor satisfactory to the Committee, or (C) death;

(b) immediately upon the termination of the Optionee's employment with the Company and its Subsidiaries for Cause;

(c) twelve (12) months after the date on which the Optionee's employment with the Company is terminated by reason of a mental or physical disability (within the meaning of Section 22(e) of the Internal Revenue Code of 1986, as amended) as determined by a medical doctor satisfactory to the Committee;

(d) twelve (12) months after the date of termination of the Optionee's employment with the Company and its Subsidiaries by reason of the death of the Optionee (or if later, three months after the date on which the Optionee shall die if such death shall occur during the one year period specified in paragraph (c) of this Section 6); or

(e) the tenth anniversary of the Date of Grant.

Also, the Committee in its sole discretion may by giving written notice (the "cancellation notice") cancel, effective upon the date of the consummation of any Corporate Transaction described in Subsection 9(b)(ii) of the Plan, any Option that remains unexercised on such date. Such cancellation notice shall be given a reasonable period of time prior to the proposed date of such cancellation and may be given either before or after approval of such Corporate Transaction.

7. Transferability. The Option is not transferable otherwise than by will or the laws of descent and distribution, and during the lifetime of the Optionee the Option shall be

exercisable only by the Optionee. The terms of this Option shall be binding upon the executors, administrators, heirs, successors and assigns of the Optionee.

8. No Rights of Stockholders. Neither the Optionee nor any personal representative (or beneficiary) shall be, or shall have any of the rights and privileges of, a stockholder of the Company with respect to any Shares purchasable or issuable upon the exercise of the Option, in whole or in part, prior to the date of exercise of the Option.

9. Acceleration of Exercisability of Option. The following shall apply in the event of a Change in Control (as defined in the Plan) of the Company (other than the Merger) or Onvia that may occur subsequent to the Merger: (a) 25% of the then unvested Option shall immediately vest and be fully exercisable at the time of the Change of Control, with the remainder continuing to vest on a prorata basis in accordance with the vesting schedule provided herein; and (b) if the Optionee's employment is terminated by the Company other than for Cause within 12 months following a Change of Control, then 100% of the remaining unvested options will vest at the time of the termination.

10. Incentive Stock Option Treatment. The terms of this Option shall be interpreted in a manner consistent with the intent of the Company and the Optionee that the Option qualify as an Incentive Stock Option under Section 422 of the Code. If any provision of the Plan or the Agreement shall be impermissible in order for the Option to qualify as an Incentive Stock Option, then the Option shall be construed and enforced as if such provision had never been included in the Plan or the Option.

11. Tax Consequences. Set forth below is a brief summary as of the date of this Option of some of the federal tax consequences of exercise of this Option and disposition of the Shares. THIS SUMMARY IS NECESSARILY INCOMPLETE, AND THE TAX LAWS AND REGULATIONS ARE SUBJECT TO CHANGE. OPTIONEE SHOULD CONSULT A TAX ADVISER BEFORE EXERCISING THIS OPTION OR DISPOSING OF THE SHARES.

(a) Exercise of Option. There will be no regular federal income tax liability upon the exercise of the Option, although the excess, if any, of the fair market value of the Shares on the date of exercise over the Exercise Price will be treated as an adjustment to the alternative minimum tax for federal tax purposes and may subject the Optionee to the alternative minimum tax in the year of exercise.

(b) Disposition of Shares. If Shares transferred pursuant to the Option are held for at least one year after exercise and are disposed of at least two years after the Date of Grant, any gain realized on disposition of the Shares will also be treated as long-term capital gain for federal income tax purposes. If Shares purchased under an Option are disposed of within such one-year period or within two years after the Date of Grant, any gain realized on such disposition will be treated as compensation income (taxable at ordinary income rates) to the extent of the difference between the Exercise Price and the lesser of (1) the fair market value of the Shares on the date of exercise, or (2) the sales price of the Shares.

(c) Notice of Disqualifying Disposition of Option Shares. If Optionee sells or otherwise disposes of any of the Shares acquired pursuant to the Option on or before the later of (1) the date two years after the Date of Grant, or (2) the date one year after the date of exercise, the Optionee shall immediately notify the Company in writing of such disposition. Optionee agrees that Optionee may be subject to the income tax withholding by the Company on the compensation income recognized by the Optionee from the early disposition by payment in cash or out of the current earnings paid to the Optionee.

12. No Right to Continued Employment. Neither the Option nor this Agreement shall confer upon the Optionee any right to continued employment or service with the Company or its Subsidiaries.

13. Law Governing. This Agreement shall be governed in accordance with and governed by the internal laws of the State of Florida.

14. Interpretation. The Optionee accepts the Option subject to all the terms and provisions of the Plan and this Agreement. The undersigned Optionee hereby accepts as binding, conclusive and final all decisions or interpretations of the Committee or the Board upon any questions arising under the Plan and this Agreement.

15. Notices. Any notice under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, registered, postage prepaid, and addressed, in the case of the Company, to the Company c/o Onvia, ATTN: Legal Counsel at 1260 Mercer Street, Seattle, Washington 98109 and, in the case of the Optionee, to the Optionee's last permanent address as shown on the Company's records, subject to the right of either party to designate some other address at any time hereafter in a notice satisfying the requirements of this Section.

16. Effective Time. This Agreement shall become effective immediately prior to the Effective Time and may not be amended, modified or changed without the prior written consent of Onvia. If the Merger Agreement is terminated, this Agreement shall be of no further force and effect and the Original Qualified Agreement shall remain in full force and effect.

17. Waiver. Optionee hereby waives any benefits that would accrue or acceleration that would occur as a result of the Merger being a Change of Control under the Plan.

18. Counterparts. This Agreement may be executed in one or more counterparts, and by facsimile, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that all parties need not sign the same counterpart.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Amended and Restated Stock Option Agreement as of the 20th day of November, 2000.

COMPANY:

DemandStar.com, Inc.

By: O. F. Ramos

O. F. Ramos, President

Optionee acknowledges receipt of a copy of the Plan and represents that he is familiar with the terms and provisions thereof, and hereby accepts this Option subject to all of the terms and provisions thereof. Optionee has reviewed the Plan and this Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Option, and fully understands all provisions of this Agreement.

Dated: November 20, 2000

OPTIONEE:

By: William K. North

William K. North

ORLANDO/GLUCKMANK/122403/2mg302! DOC

<u>EXHIBIT G</u>

FORM OF LOCKUP AGREEMENT

November 20, 2000

Onvia.com, Inc.
1260 Mercer Avenue
Seattle, WA 98109

Ladies and Gentlemen:

In consideration for Onvia.com, Inc (the "Company") performing its obligations pursuant to and as a condition to closing under the Agreement and Plan of Merger dated as of November 20, 2000 (the "Merger Agreement") by and among the Company, DemandStar.com Acquisition Corporation, a Florida corporation and wholly owned subsidiary of the Company ("Sub"), and DemandStar.com, Inc., a Florida corporation ("Target"), the undersigned hereby agrees that from the date hereof and until all shares are released from this Agreement pursuant to the next sentence of this Agreement, the undersigned will not offer, sell, contract to sell, pledge or otherwise dispose of, directly or indirectly, any shares of Common Stock (the "Securities") of the Company or securities convertible into or exchangeable or exercisable for any shares of Securities, or enter into a transaction which would have the same effect, or publicly disclose the intention to make any such offer, sale, pledge or disposal. Beginning at the end of the ninety second (92nd) day after the Closing Date (as defined in the Merger Agreement), one sixth (1/6th) of the Securities acquired by each of the undersigned pursuant to the Merger Agreement will be released from, and no longer be subject to, this Agreement and one-sixth (1/6th) of the Securities acquired by the undersigned pursuant to the Merger Agreement will be released from, and no longer be subject to, this Agreement after the last day of each ninety two (92) day period thereafter.

The following Securities will not be subject to this Agreement, Securities acquired: (a) in the open market (i.e., through a purchase executed through the National Association of Securities Dealers, Inc.'s Over-the-Counter Bulletin Board Market), except for purchases (whether of restricted or unrestricted stock) made in connection with Target's offering of Rights to Purchase Common Stock made pursuant to a Prospectus dated March 27, 2000 and/or the Registration Statement No. 333-93445 on Form S-1 which Securities shall be subject to the restrictions contained in this Agreement; or (b) upon the exercise of options to purchase shares of capital stock of the Company and/or of Target under a Company or Target employee stock option plan. A transfer of Securities by the undersigned to a family member, trust, wholly-owned subsidiary, partner, member or by bona fide gift may be made, provided the transferee agrees to be bound in writing by the terms of this Agreement.

In furtherance of the foregoing, the Company and its transfer agent and registrar are hereby authorized to decline to make any transfer of shares of Securities if such transfer would constitute a violation or breach of this Agreement.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

This Agreement shall be binding on the undersigned and the successors, heirs, personal representatives and assigns of the undersigned. This Agreement shall lapse and become null and void if the Merger Agreement is terminated pursuant to Article VII thereof.

Very truly yours,

____

Print name:______________________

Accepted and agreed as of
the date first above written:

ONVIA.COM, INC.

By:______________________________
Name:____________________________
Title:_____________________________

November 20, 2000

Onvia.com, Inc.
1260 Mercer Avenue
Seattle, WA 98109

Ladies and Gentlemen:

In consideration for Onvia.com, Inc (the "Company") performing its obligations pursuant to and as a condition to closing under the Agreement and Plan of Merger dated as of November 20, 2000 (the "Merger Agreement") by and among the Company, DemandStar.com Acquisition Corporation, a Florida corporation and wholly owned subsidiary of the Company ("Sub"), and DemandStar.com, Inc., a Florida corporation ("Target"), the undersigned hereby agrees that from the date hereof and until all shares are released from this Agreement pursuant to the next sentence of this Agreement, the undersigned will not offer, sell, contract to sell, pledge or otherwise dispose of, directly or indirectly, any shares of Common Stock (the "Securities") of the Company or securities convertible into or exchangeable or exercisable for any shares of Securities, or enter into a transaction which would have the same effect, or publicly disclose the intention to make any such offer, sale, pledge or disposal. Beginning at the end of the ninety second (92nd) day after the Closing Date (as defined in the Merger Agreement), one sixth (1/6th) of the Securities acquired by each of the undersigned pursuant to the Merger Agreement will be released from, and no longer be subject to, this Agreement and one-sixth (1/6th) of the Securities acquired by the undersigned pursuant to the Merger Agreement will be released from, and no longer be subject to, this Agreement after the last day of each ninety two (92) day period thereafter.

The following Securities will not be subject to this Agreement, Securities aquired: (a) in the open market (i.e., through a purchase executed through the National Association of Securities Dealers, Inc.'s Over-the-Counter Bulletin Board Market), except for purchases (whether of restricted or unrestricted stock) made in connection with Target's offering of Rights to Purchase Common Stock made pursuant to a Prospectus dated March 27, 2000 and/or the Registration Statement No. 333-93445 on Form S-1 which Securities shall be subject to the restrictions contained in this Agreement; or (b) upon the exercise of options to purchase shares of capital stock of the Company and/or of Target under a Company or Target employee stock option plan. A transfer of Securities by the undersigned to a family member, trust, wholly-owned subsidiary, partner, member or by bona fide gift may be made, provided the transferee agrees to be bound in writing by the terms of this Agreement.

In furtherance of the foregoing, the Company and its transfer agent and registrar are hereby authorized to decline to make any transfer of shares of Securities if such transfer would constitute a violation or breach of this Agreement.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

This Agreement shall be binding on the undersigned and the successors, heirs, personal representatives and assigns of the undersigned. This Agreement shall lapse and become null and void if the Merger Agreement is terminated pursuant to Article VII thereof.

Very truly yours,

H.T.E., INC.

By:______________________________
Name:____________________________
Title:_____________________________

Accepted and agreed as of
the date first above written:

ONVIA.COM, INC.

By:______________________________
Name:____________________________
Title:_____________________________

PARENT DISCLOSURE SCHEDULE TO THE AGREEMENT AND PLAN OF MERGER, DATED AS OF NOVEMBER 20, 2000, AMONG ONVIA.COM, INC., DRAGON ACQUISITION CORPORATION AND DEMANDSTAR.COM, INC. (THE "MERGER AGREEMENT")

For purposes of the Parent Disclosure Schedule, disclosure on a Schedule is responsive only to the particular representation or warranty under the Merger Agreement related to that particular Schedule. Capitalized terms not defined in the Parent Disclosure Schedule shall have the meaning assigned to them in the Merger Agreement.

SCHEDULE 3.3(a)

Pursuant to Section 1.13 of the Amended and Restated Investors' Rights Agreement among Parent and the individuals and entities listed on the exhibits thereto dated as of December 20, 1999, as amended (the "Onvia Rights Agreement"), Parent is required to obtain the consent of a majority the following holders (voting together as a single class) before assuming the Target Warrants containing registration rights: (a) the holders of Parent Common Stock issued upon conversion the Parent Series A Preferred Stock in connection with Parent's initial public offering ("IPO"), (b) the holders of Parent Common Stock issued upon conversion the Parent Series B Preferred Stock in connection with Parent's IPO and (c) the holders of Parent Common Stock issued upon conversion the Parent Series C Preferred Stock in connection with Parent's IPO. Parent will obtain such consent prior to the Closing Date.

SCHEDULE 3.7

In February 2000, a John Meier filed a lawsuit in the Supreme Court of British Columbia, Canada against Parent and Glenn Ballman, Parent's Chairman and Chief Executive Officer, for 50% of Parent's assets and 50% of Mr. Ballman's equity interest in Parent. The lawsuit alleges that the potential investor and Parent's Chief Executive Officer planned to form a company similar to Parent. Based upon investigations to date, Parent believes that the allegations against it are without merit and that the outcome will not result in a Material Adverse Effect on its business. Parent believes that it has valid defenses to this claim and intends to vigorously defend the action.

TARGET DISCLOSURE SCHEDULES

TO THE

AGREEMENT AND PLAN OF MERGER BY AND AMONG:

OSCAR, INC.,

DRAGON ACQUISITION CORPORATION

AND

DRAGON, INC.

Dated November 20, 2000

These are the Target Disclosure Schedules referred to in the Agreement and Plan of Merger, dated as of November 20, 2000 (the "**Agreement**") between Oscar, Inc. ("Oscar"), Dragon Acquisition Corporation ("**Merger Sub**") and Dragon, Inc. ("**Dragon**," the "**Target**" or the "**Company**"). Terms used herein, unless otherwise defined herein, have the meanings ascribed to them in the Agreement. Items disclosed in any section of these Target Disclosure Schedules shall be deemed to be included, and thereby disclosed, in all other applicable sections of these Target Disclosure Schedules, to the extent disclosure is relevant to such other sections of these Target Disclosure Schedules. The inclusion of any item in these Target Disclosure Schedules shall not constitute an admission by the Target that such items meet all of the criteria (including with respect to materiality thereof) set forth in the Agreement for such inclusion in such section.

SCHEDULE 2.1(b) SUBSIDIARIES, PARTNERSHIPS, JOINT VENTURES, ETC.

Target has the following co-marketing agreements/relationships in place:

Alliance Agreement with The Innovation Groups, Inc., a nonprofit organization, dated May 30, 2000, a copy of which is attached hereto as Exhibit 2.1(b)(1).

Agreement with National Institute of Governmental Purchasing, confirmed by letter dated May 19, 2000, a copy of which is attached hereto as Exhibit 2.1(b)(2).

Heads of Agreement with J.D. Edwards, Inc., dated June 26, 2000, a copy of which is attached hereto as Exhibit 2.1(b)(3).

Corporate Partnership Agreement with The International City/County Management Association, dated September 26, 2000 (for relationship from August 1, 2000 to July 31, 2001), a copy of which is attached hereto as Exhibit 2.1(b)(4).

SCHEDULE 2.2 OPTIONS AND WARRANT HOLDERS

See list of employee and director options, detailed on four spreadsheets, one for performance vesting nonqualified stock options, one for time vesting nonqualified stock options, one for officer and director nonqualfied stock options and one for officer and director qualified stock options, a copy of each spreadsheet is attached hereto as Exhibit 2.2(1).

See Target's 1999 Employee Incentive Compensation Plan, attached as Exhibit 10.1 to Target's Form S-1, as amended and effective March 27, 2000, (the "**Plan**"). Under the Plan, the option awards providing for acceleration upon change of control are the time vesting nonqualified stock options and all of the qualified stock options as listed in Exhibit 2.2(1).

See Target's form of Stock Option Agreement (nonqualified with time vesting), attached hereto as Exhibit 2.2(2), entered into with employees as listed in Exhibit 2.2(1).

See Target's form of Private Stock Option Agreement (nonqualified with performance vesting), attached hereto as Exhibit 2.2(3), entered into with employees as listed in Exhibit 2.2(1).

See Target's form of Stock Option Agreement (qualified), attached hereto as Exhibit 2.2(4), entered into with employees as listed in Exhibit 2.2(1).

See Target's form of Warrant Agreement dated January 1, 2000, attached as Exhibit 4.3 to Target's Form S-1, as amended and effective March 27, 2000, as issued to the following: H.T.E., Inc. (500,000 shares at $2.00 per share exercise price), L. A. Gornto, Jr. (125,000 shares at $2.00 per share exercise price), O. F. Ramos (125,000 shares at $2.00 per share exercise price), Bernard B. Markey (125,000 shares at $2.00 per share exercise price), and Edward A. Moses (125,000 shares at $2.00 per share exercise price).

Also see Alliance Agreement with The Innovation Groups, Inc., a nonprofit organization, dated May 30, 2000, a copy of which is attached hereto as Exhibit 2.1(b)(1), which includes payment by Target to The Innovation Groups, Inc. of warrants or options to purchase 2,500 shares of Target common stock, exercisable on or after December 31, 2000 until December 30, 2001, at a strike price of fifty cent ($.50) above the last trading price of Target stock on the day agreement is signed by both parties. The agreement also provides that Target will issue 50 additional warrants or options to purchase its common stock to The Innovation Groups, Inc. for each member of The Innovation Groups, Inc. that join Target between the date of the agreement and December 21, 2000. The warrants or options will be exercisable from December 31, 2001 until December 30, 2002, at a strike price of fifty cent ($.50) above the last trading price of Target stock on the day agreement is signed by both parties.

See form of Target's Stock Option Agreement (nonqualified stock option) as issued to The Innovation Groups, Inc. and Ronald Holifield in conjunction with the agreement with The Innovation Groups, Inc. detailed above, and an oral agreement with Ronald Holifield that he will receive the same options as granted to The Innovation Groups, Inc.

See Stock Option Agreement for O. F. Ramos, dated November 1, 1999, attached hereto as Exhibit 2.2(4), granting options to purchase 400,000 shares of the Company's common stock at an exercise price of $1.00 per share. The options vest 25% on December 1, 1999; 25% on November 1, 2000; 25% on November 1, 2001; and 25% on November 1, 2002, unless there is a change in control in which case the options vest immediately.

See Stock Option Agreement for O. F. Ramos, dated November 1, 1999, attached hereto as Exhibit 2.2(6) , granting options to purchase 90,000 shares of the Company's common stock at an exercise price of $1.00 per share. The options vest 25% on December 1, 1999; 25% on November 1, 2000; 25% on November 1, 2001; and 25% on November 1, 2002, unless there is a change of control in which case the options vest one year earlier.

See Stock Option Agreement for O. F. Ramos, dated November 1, 1999, attached hereto as Exhibit 2.2(7) , granting options to purchase 250,000 shares of the Company's common stock at an exercise price of $1.00 per share. The options vest in three installments of 83,334 based on certain trading price goals for the Company's common stock as set forth in the agreement and subject to certain changed vesting based on change of control.

See Stock Option Agreement for O. F. Ramos, dated November 1, 1999, attached hereto as Exhibit 2.2(8), granting options to purchase 250,000 shares of the Company's common stock at an exercise price of $1.00 per share. The options vest in varying amounts every six months until December 31, 2002, as set forth in the agreement and subject to changed vesting based on a change of control.

SCHEDULE 2.3 REGISTRATION RIGHTS

Registration rights with regard to Target capital stock are provided in the following agreements:

Registration Rights Agreement with H.T.E., Inc., dated December 21, 1999, attached as Exhibit 10.5 to Target's Form S-1, as amended and effective March 27, 2000.

Form of Warrant Agreement dated January 1, 2000, attached as Exhibit 4.3 to Target's Form S-1, as amended and effective March 27, 2000, as issued to the following: H.T.E., Inc., L. A. Gornto, Jr., O. F. Ramos, Bernard B. Markey, and Edward A. Moses.

SCHEDULE 2.4 CONSENTS, WAIVERS, AND APPROVALS REQUIRED BY TARGET'S CONTRACTS, LICENSES, LEASES, ETC.

The form of Warrant Agreement dated January 1, 2000, attached as Exhibit 4.3 to Target's Form S-1, as amended and effective March 27, 2000, as issued to the following: H.T.E, Inc., L. A. Gornto, Jr., O. F. Ramos, Bernard B. Markey, and Edward A. Moses, requires that a written assumption of the obligations pursuant to each respective warrant be executed by any successor corporation prior to the effective date of a merger.

Target occupies office space at 1551 Sandspur Road, Suite B, Maitland, FL 32751 which is currently leased by H.T.E., Inc. from CED Construction Companies. Assignment of the lease from H.T.E., Inc. to Target will be accomplished prior to or at the closing of the transaction contemplated by the Agreement. The landlord's approval is required for the change of control after assignment to Target. See the lease agreement between H.T.E., Inc. and CED Construction Companies, attached as Exhibit 10.18 to Target's Form S-1, as amended and effective March 27, 2000.

As a holder of Series A Preferred, H.T.E., Inc. will need to approve any merger.

H.T.E., Inc. will need to execute a waiver of certain provisions in the Modification to Promissory Note, attached hereto as <u>Exhibit 2.14(h)(1)</u>.

SCHEDULE 2.5 (b) TARGET FINANCIAL STATEMENTS

There are no material liabilities not otherwise disclosed on the Target Balance Sheet except (i) those arising out of the ordinary course of business, (ii) reflected in the Target Financials, (iii) those arising pursuant to any of the agreements disclosed in these Target Disclosure Schedules, (iv) in any claim listed in Schedule 2.12(d), (v) those arising as a result of Target's obligations under the Agreement, (vi) obligations of Target to attorneys, accountants, investment bankers, and others employed to enable it to carry out the Agreement, (vii) the Promissory Note to H.T.E, Inc. in the amount of $1,750,000, attached as Exhibit 10.14 to Target's Form S-1, as amended and effective March 27, 2000, as modified by the Modification to Promissory Note to H.T.E., Inc., a copy of which is attached hereto as Exhibit 2.14(h)(1), and (viii) the Agreement for Sale and Purchase of Assets among Information on Demand, Inc., HTE-IOD, Inc. and Ronald Brown, attached as Exhibit 10.16 to Target's Form S-1, as amended and effective March 27, 2000.

SCHEDULE 2.6 DISCLOSURES OF EXCEPTIONS (SINCE DATE OF TARGET BALANCE SHEET – DECEMBER 31, 1999).

(iv) See salary adjustments as detailed in Census, attached hereto as Exhibit 2.6(iv).

SCHEDULE 2.7 TAX RETURN AND AUDIT DISCLOSURE

(ix) See Tax Sharing and Indemnity Agreement with H.T.E., Inc., attached as Exhibit 10.4 to Target's Form S-1, as amended and effective March 27, 2000.

SCHEDULE 2.8 REAL PROPERTY LEASES

Target subleases office space located at 1200 South Pine Island Road, 6th Floor, Plantation, FL 33324 from MedPartners Acquisition Corporation. See the sublease agreement and attached lease agreement between MedPartners Acquisition Corporation and Talcott Realty I Limited Partnership, attached as Exhibit 10.1 to Target's Form 10-Q filed with the SEC on August 14, 2000.

Target also occupies office space at 1551 Sandspur Road, Suite B, Maitland, FL 32751 which is currently leased by H.T.E., Inc. from CED Construction Companies. Assignment of the lease from H.T.E., Inc. to Target will be accomplished prior to or at the closing of the transaction contemplated by the Agreement. See the lease agreement between H.T.E., Inc. and CED Construction Companies, attached as Exhibit 10.18 to Target's Form S-1, as amended and effective March 27, 2000.

SCHEDULE 2.9(g) TARGET INTELLECTUAL PROPERTY.

Target has the following agreements with regard to Target Intellectual Property:

Corporate Partnership Agreement with The International City/County Management Association, dated September 26, 2000 (for relationship from August 1, 2000 to July 31, 2001), see Schedule 2.1(b).

Assignment Letter Agreement by Magic Pencil Studios dated August 3, 2000, attached as Exhibit 2.9(g).

SCHEDULE 2.12(b) EMPLOYEE PLANS; EMPLOYMENT AGREEMENTS; LIST OF EMPLOYEES

Target has the following Employee Plans:

Dragon Employee Benefit Plan (Self Insured Benefits), attached hereto as Exhibit 2.12(b)(1)
- Medical
- Prescription
- Vision

Section 125 Plan, attached hereto as Exhibit 2.12(b)(2)

Dragon Employee Benefit Plan (Jefferson Pilot Financial), attached hereto as Exhibit 2.12(b)(3)
- Dental
- Basic Life ($50,000 employer paid)
- Supplemental Life (max $500,000)
- Short Term Disability
- Long Term Disability (90 day elimination/own occ 65)

Dragon 401(k) Retirement Plan (written through Fidelity), attached hereto as Exhibit 2.12(b)(4)

Target's 1999 Employee Incentive Compensation Plan, attached as Exhibit 10.1 to Target's Form S-1, as amended and effective March 27, 2000.

Target's Sales Compensation Plan, attached hereto as Exhibit 2.12(b)(5)

Various plans pursuant to Target's Employee Handbook, a copy of which is attached hereto as Exhibit 2.12(b)(6), including but not limited to the following:
- Educational Assistance Program
- Holidays
- Vacation Page
- Family and Medical Leave Act

A list of employees and corresponding information is attached hereto as Exhibit 2.12(b)(7).

Target currently has one employee, Dorothy Delio, Customer Support Representative in its Maitland office, who is on a medical leave of absence. Ms. Delio underwent a surgical procedure and is expected to return to work on or about December 4, 2000.

Target has the following Employee Agreements in place:

Employment Agreement with O.F. Ramos dated November 1, 1999, attached hereto as Exhibit 2.12(b)(8).

Employment Agreement with Bernard B. Markey dated December 15, 1999, attached as Exhibit 10.7 to Target's Form S-1, as amended and effective March 27, 2000.

Employment Agreement with L. A. Gornto, Jr. dated December 15, 1999, attached as Exhibit 10.8 to Target's Form S-1, as amended and effective March 27, 2000.

Employment Agreement with Edward S. Jordan dated December 17, 1999, attached as Exhibit 10.9 to Target's Form S-1, as amended and effective March 27, 2000.

Employment Agreement with William Knox North dated December 1, 1999, attached as Exhibit 10.10 to Target's Form S-1, as amended and effective March 27, 2000.

All employees (see 2.12(b)), except for those with employment agreements listed in Schedule 2.14(a), have executed Target's form Non-Competition, Nondisclosure and Work for Hire Agreement, a copy of which is attached hereto as Exhibit 2.14(d).

Consulting Agreement with Edward Moses dated December 15, 1999, attached as Exhibit 10.11 to Target's Form S-1, as amended and effective March 27, 2000, provides for accelerated vesting of certain options upon change of control.

SCHEDULE 2.12(d) SUITS OR CLAIMS BY EMPLOYEES

Target currently has the following claim outstanding:

> Workers' Compensation Claim – An ex-employee, Judith Janagelo, made a claim pursuant to our workers' compensation insurance for an alleged workplace accident on May 19, 2000. The claim is currently be adjudicated before Commissioner Ernie R. Walker in an informal hearing before the Workers' Compensation Commission of Connecticut, see information pertaining to this claim, attached as Exhibit 2.12(d).

SCHEDULE 2.12(i) MERGER AS "EVENT"; EXCESS PARACHUTE PAYMENTS

(i) See Schedules 2.2 and 2.12(m) regarding change of control provisions.

(ii) Depending on circumstances and further analysis, payments to Mr. Ramos pursuant to his employment agreement, Options and Warrant may result in excess parachute payments.

SCHEDULE 2.12(m) CHANGE OF CONTROL PAYMENTS

The following documents have change of control provisions that may require payments:

Under Target's 1999 Employee Incentive Compensation Plan, attached as Exhibit 10.1 to Target's Form S-1, as amended and effective March 27, 2000, the option awards providing for acceleration upon change of control are the time vesting nonqualified stock options and all of the qualified stock options as listed in Exhibit 2.2(1).

Employment Agreement with O.F. Ramos dated November 1, 1999, attached hereto as Exhibit 2.12(b)(8), provides for accelerated vesting of certain options under certain circumstances as detailed in the stock option agreements listed below.

Employment Agreement with Edward S. Jordan dated December 17, 1999, attached as Exhibit 10.9 to Target's Form S-1, as amended and effective March 27, 2000, provides for additional notice (total of 12 months) that must be given prior to termination of employee following change of control.

Employment Agreement with William Knox North dated December 1, 1999, attached as Exhibit 10.10 to Target's Form S-1, as amended and effective March 27, 2000, provides for additional notice (total of 12 months) that must be given prior to termination of employee following change of control.

Consulting Agreement with Edward Moses dated December 15, 1999, attached as Exhibit 10.11 to Target's Form S-1, as amended and effective March 27, 2000, provides for accelerated vesting of certain options upon change of control.

The form of Warrant Agreement dated January 1, 2000, attached as Exhibit 4.3 to Target's Form S-1, as amended and effective March 27, 2000, as issued to the following: H.T.E, Inc., L. A. Gornto, Jr., O. F. Ramos, Bernard B. Markey, and Edward A. Moses require adjustments based on change of control type events.

Stock Option Agreement for O. F. Ramos, dated November 1, 1999, attached hereto as Exhibit 2.2(4), granting options to purchase 400,000 shares of the Company's common stock at an exercise price of $1.00 per share. The options vest 25% on December 1, 1999; 25% on November 1, 2000; 25% on November 1, 2001; and 25% on November 1, 2002, unless there is a change in control in which case the options vest immediately.

Stock Option Agreement for O. F. Ramos, dated November 1, 1999, attached hereto as Exhibit 2.2(6) , granting options to purchase 90,000 shares of the Company's common stock at an exercise price of $1.00 per share. The options vest 25% on December 1, 1999; 25% on November 1, 2000; 25% on November 1, 2001; and 25% on November 1, 2002, unless there is a change of control in which case the options vest one year earlier.

Stock Option Agreement for O. F. Ramos, dated November 1, 1999, attached hereto as Exhibit 2.2(7) , granting options to purchase 250,000 shares of the Company's common stock at an exercise price of $1.00 per share. The options vest in three installments of 83,334 based on certain trading price goals for the Company's common stock as set forth in the agreement and subject to certain changed vesting based on change of control.

Stock Option Agreement for O. F. Ramos, dated November 1, 1999, attached hereto as Exhibit 2.2(8), granting options to purchase 250,000 shares of the Company's common stock at an exercise price of $1.00 per share. The options vest in varying amounts every six months until December 31, 2002, as set forth in the agreement and subject to changed vesting based on a change of control.

SCHEDULE 2.14(a) EMPLOYMENT AGREEMENTS

The following are agreements between Target and its employees and consultants that are not terminable in fewer than thirty (30) days:

Employment Agreement with O.F. Ramos dated November 1, 1999, attached hereto as Exhibit 2.12(b)(8).

Employment Agreement with Bernard B. Markey dated December 15, 1999, attached as Exhibit 10.7 to Target's Form S-1, as amended and effective March 27, 2000.

Employment Agreement with L. A. Gornto, Jr. dated December 15, 1999, attached as Exhibit 10.8 to Target's Form S-1, as amended and effective March 27, 2000.

Employment Agreement with Edward S. Jordan dated December 17, 1999, attached as Exhibit 10.9 to Target's Form S-1, as amended and effective March 27, 2000.

Employment Agreement with William Knox North dated December 1, 1999, attached as Exhibit 10.10 to Target's Form S-1, as amended and effective March 27, 2000.

Consulting Agreement with Edward Moses dated December 15, 1999, attached as Exhibit 10.11 to Target's Form S-1, as amended and effective March 27, 2000.

SCHEDULE 2.14(b) AGREEMENTS OR PLANS WITH ACCELERATION PROVISION

See documents disclosed on Schedule 2.12(m).

SCHEDULE 2.14(c) INDEMNIFICATION AGREEMENTS

The following documents contain agreements of indemnification or guaranty:

Amended and Restated Articles of Incorporation, Article VII, dated December 21, 1999, attached as Exhibit 3.1 to Target's Form S-1, as amended and effective March 27, 2000.

Amended & Restated Commitment to Exercise Rights, dated March 7, 2000, attached as Exhibit 10.17.2 to Target's Form S-1, as amended and effective March 27, 2000.

Form of Agreement with Janney Montgomery Scott, LLC, attached as Exhibit 10.20 to Target's Form S-1, as amended and effective March 27, 2000.

Amended and Restated Investment and Distribution Agreement with H.T.E., Inc., dated February 3, 2000, attached as Exhibit 10.2.1 to Target's Form 10-Q filed with the SEC on August 14, 2000.

Form of Services Agreement with H.T.E., Inc., attached as Exhibit 10.3 to Target's Form 10-Q filed with the SEC on August 14, 2000.

Tax Sharing and Indemnity Agreement with H.T.E., Inc., attached as Exhibit 10.4 to Target's Form S-1, as amended and effective March 27, 2000.

Form of Indemnification Agreement entered into with O.F. Ramos, Bernard B. Markey, L. A. Gornto, Jr., William Knox North, Edwin A. Moses, and Edward S. Jordan, attached as Exhibit 10.13 to Target's Form S-1, as amended and effective March 27, 2000.

Conditional Series B Stock Purchase Agreement dated December 21, 1999, by and between Target, H.T.E., Inc., O.F. Ramos, L. A. Gornto, Jr., Bernard B. Markey and Edward A. Moses, attached as Exhibit 10.15 to Target's Form S-1, as amended and effective March 27, 2000.

Agreement for Sale and Purchase of Assets dated as of June 18, 1999, by and among Information On Demand, Inc., HTE - IOD, Inc. and Ronald D. Brown, attached as Exhibit 10.16 to Target's S-1, as amended and effective March 27, 2000.

SCHEDULE 2.14(d) NON-COMPETE COVENANTS; EXCLUSIVE DISTRIBUTION RIGHTS

The agreements containing covenants not to compete are as follows:

Heads of Agreement with J.D. Edwards, Inc., dated June 26, 2000, see Schedule 2.1(b).

The Agreements listed in Schedule 2.14(a).

All employees (see 2.12(b)), except for those with employment agreements listed in Schedule 2.14(a), have executed Target's form Non-Competition, Nondisclosure and Work for Hire Agreement, a copy of which is attached hereto as Exhibit 2.14(d).

SCHEDULE 2.14(h) OTHER MATERIAL CONTRACTS

The following are material contracts not disclosed in other sections of these Target Schedule Disclosures:

Form of Services Agreement with H.T.E., Inc., attached as Exhibit 10.3 to Target's Form 10-Q filed with the SEC on August 14, 2000.

Target has over 12,000 suppliers who have executed form Vendor Network Membership Terms and Conditions of Use contracts, a copy of which is attached hereto as Exhibit 2.14(h)(2).

The following is a listing of information pertaining to agreements for use of our systems entered into with the respective governmental agencies listed on the dates indicated:

Date Signed	**ST**	**Agency**
04/24/00	AZ	Tohono O'odham Utility Authority Purchasing Department
07/18/00	CA	City of Pittsburg CA Purchasing
08/23/00	CA	City of San Jose
10/02/00	CA	City of Folsom
05/10/00	CO	City of Westminster Purchasing
05/15/00	CO	City of Steamboat Springs Purchasing
05/25/00	CO	City of Northglenn Purchasing
06/28/00	CO	Adams 12 Five Star Schools Purchasing
10/31/00	CT	Lebanon Public Schools
11/01/97	FL	Seminole County Board of County Commissioners
06/01/98	FL	City of Altamonte Springs Purchasing Division
09/01/98	FL	Osceola County Purchasing Office Board of County Commissioners
09/01/98	FL	City of Oviedo Purchasing
09/01/98	FL	City of Winter Springs Purchasing Department
10/01/98	FL	City of Orlando Public Works Department
10/01/98	FL	City of Longwood Purchasing Division
10/01/98	FL	City of Orlando Office of Purchasing
11/01/98	FL	Leon County Purchasing Division
12/01/98	FL	Marion County Purchasing Department
12/01/98	FL	City of Ocala Central Purchasing
01/01/99	FL	The School District of Osceola County
01/01/99	FL	Tallahassee Procurement
01/01/99	FL	City of Port St. Lucie Office of Management & Budget
01/01/99	FL	St. Lucie County Purchasing Department
01/01/99	FL	City of Ft. Pierce Purchasing Department
01/01/99	FL	Kissimmee Utility Authority Purchasing Department
01/01/99	FL	City of Lake Mary Purchasing Department

Date Signed	ST	Agency
02/01/99	FL	Leon County School District Purchasing Department
05/04/99	FL	The School Board of Sarasota County Purchasing Department
08/19/99	FL	Greater Orlando Aviation Authority Concessions and Real Estate
09/01/99	FL	Greater Orlando Aviation Authority Purchasing Department
09/21/99	FL	Alachua County Purchasing Division
09/21/99	FL	Alachua County Library District Purchasing Department
10/05/99	FL	District School Board of Pasco County Purchasing Department
10/22/99	FL	St. Johns County Purchasing
11/01/99	FL	The School Board of Martin County, Florida
11/08/99	FL	City Of Titusville Purchasing Department
11/12/99	FL	City of Gainesville Purchasing Department
12/07/99	FL	The School Board of Hillsborough County
12/13/99	FL	City of Leesburg Purchasing Department
12/22/99	FL	City of Miami Beach Procurement Division
02/09/00	FL	City of Ormond Beach Purchasing
03/21/00	FL	The School Board of Broward County, Florida
04/05/00	FL	Town of Longboat Key Purchasing Department
05/03/00	FL	Polk County Sheriff's Office
05/04/00	FL	City of Hollywood Purchasing and Materials Management Department
05/15/00	FL	City of Naples Purchasing
05/23/00	FL	Citrus County Government
05/24/00	FL	Monroe County School District
05/26/00	FL	Greater Orlando Aviation Authority Passenger Services Department
06/05/00	FL	City of Mount Dora Purchasing Department
06/07/00	FL	City of Port Orange Purchasing Department
06/12/00	FL	City of Lake City Purchasing Department
06/15/00	FL	City of Vero Beach Purchasing
06/15/00	FL	City of Kissimmee Purchasing
06/20/00	FL	Utilities Commission-City of New Smyrna Beach
06/20/00	FL	Indian River County Purchasing
06/23/00	FL	City of Plantation Purchasing Department
07/19/00	FL	Utility Board of the City of Key West
07/20/00	FL	School Board of Brevard County
07/25/00	FL	Sarasota County Procurement
07/31/00	FL	Collier County Clerk of Courts
07/31/00	FL	District School Board of Collier County
07/31/00	FL	City of St. Cloud Purchasing Department
08/10/00	FL	Martin County Board of County Commissioners
08/15/00	FL	City of Oakland Park
08/22/00	FL	School District of St. Lucie County
09/14/00	FL	Duval County Public Schools
10/05/00	FL	City of Palm Bay
10/05/00	FL	City of Delray Beach

Date Signed	ST	Agency
10/13/00	FL	City of Lighthouse Point
10/20/00	FL	City of Deltona
10/25/00	FL	Jacksonville Port Authority
10/31/00	FL	City of Miramar
11/08/00	FL	Supreme Court of Florida
05/17/00	GA	City of Marietta Purchasing
10/12/00	GA	Forsyth County School System
11/03/00	GA	Athens-Clarke County Purchasing
08/22/00	IA	City of Sioux City Engineering
10/19/00	ID	City of Boise Purchasing Department
05/16/00	IL	Rockford School District #205
07/12/00	IL	Rock River Water Reclamation District Purchasing
07/21/00	IL	Village of Skokie
07/28/00	IL	City of Naperville Purchasing
08/30/00	IL	Winnebago County Forest Preserve
08/30/00	IL	Winnebago County
09/11/00	IL	City of Rockford Park District
09/13/00	IL	City of Rock Island Public Works
10/16/00	IL	Citylink
10/20/00	IL	College of Lake County
11/03/00	IL	Village of Gurnee
11/08/00	IL	Alton Community Unit School District No. 11
08/03/00	IN	Allen County Purchasing Department
08/22/00	IN	Washington Township Fire Department
10/13/00	IN	Perry Township
10/18/00	IN	City of Carmel
11/06/00	IN	City of Vincennes
09/13/00	MI	Bay Metro Transit
09/22/00	MI	Delta College
10/03/00	MI	Washtenaw County Purchasing Division
10/01/99	MN	St. Louis County Purchasing Department
08/03/00	MN	Winona County
08/16/00	MN	City of Duluth
07/20/00	MO	Bi-State Development Agency
07/24/00	MO	Lincoln University
08/28/00	MO	City of Maryland Heights
08/28/00	MO	City of Saint Charles, Missouri
09/19/00	MO	City of University City Public Works
10/20/00	MO	City of Foristell
06/21/00	NC	Central Piedmont Community College Procurement Department
08/17/00	NC	Swain County
08/23/00	NC	Davidson County Government
09/15/00	NC	Onslow County

Date Signed	ST	Agency
10/05/00	NC	City of Shelby
09/26/00	NE	City of South Sioux City
08/03/00	NJ	Greater Wildwoods Tourism Improvement and Development Authority
07/07/00	NV	Washoe County - Purchasing Department
11/02/00	NV	Carson City Purchasing & Contracts
07/18/00	OH	City of Dublin Purchasing Department
09/26/00	OH	Delaware County Facilities Management
10/13/00	OH	Mayfield Village
10/19/00	OH	Central Ohio Transit Authority
10/19/00	OH	Hamilton County
10/25/00	OH	Cuyahoga Community College
10/30/00	OH	City of Cincinnati Purchasing
08/22/00	OK	City of Edmond
08/22/00	OK	City of Choctaw
10/31/00	OK	City of Del City
11/07/00	OK	City of Oklahoma City Purchasing
08/22/00	OR	Yamhill County
04/25/00	SC	Florence County Purchasing Department
05/02/00	SC	Georgetown County Purchasing
06/27/00	SC	City of Spartanburg
08/07/00	SC	County of Lexington Procurement Department
08/17/00	SC	City of Rock Hill
09/01/00	SC	City of Goose Creek
09/05/00	SC	County of Charleston
02/22/00	TX	City of Grand Prairie Purchasing Division
02/24/00	TX	City of Plano Purchasing Department
03/09/00	TX	Collin County
03/17/00	TX	City of Hurst Purchasing
03/31/00	TX	City of Garland Purchasing Department
04/18/00	TX	The City of McKinney
04/19/00	TX	City of Missouri City Purchasing
04/27/00	TX	DALLAS METROCARE SERVICES
05/01/00	TX	City of Bryan Purchasing
05/04/00	TX	City of Euless Purchasing
06/01/00	TX	City of Richardson
06/08/00	TX	City of Duncanville
06/19/00	TX	City of The Colony Purchasing
06/21/00	TX	City of North Richland Hills Purchasing
06/30/00	TX	New Braunfels Utilities Purchasing Division
06/30/00	TX	City of Lufkin Purchasing Department
07/03/00	TX	City of Ft. Worth Purchasing
07/27/00	TX	City of Lubbock Purchasing
07/27/00	TX	City of Mesquite Purchasing Department

Date Signed	ST	Agency
07/31/00	TX	Collin County Community College District
08/07/00	TX	Tom Green County
08/22/00	TX	City of Watauga
08/22/00	TX	City of League City
08/22/00	TX	Duncanville I.S.D
08/22/00	TX	County of Lubbock
08/23/00	TX	City of Cedar Hill
08/28/00	TX	City of Friendswood
08/30/00	TX	Bryan Independent School District
08/30/00	TX	City of Temple
09/06/00	TX	Texas Local Government Purchasing Cooperative/TASB
09/29/00	TX	City of Sugar Land
09/29/00	TX	City of Sugar Land Construction Projects
10/02/00	TX	Town of Addison
10/02/00	TX	Town of Flower Mound
10/03/00	TX	City of San Antonio Purchasing and General Services
10/06/00	TX	San Antonio Water System
10/24/00	TX	Ellis County
10/27/00	TX	Hunt County
11/02/00	TX	City of Arlington
08/17/00	UT	West Valley City
01/14/00	VA	City of Virginia Beach Purchasing Division
02/11/00	VA	Virginia Beach City Public Schools Purchasing
02/14/00	VA	Southeastern Public Service Authority Purchasing
02/14/00	VA	Portsmouth Public Schools Purchasing
02/16/00	VA	City of Portsmouth Purchasing
02/18/00	VA	City of Newport News Purchasing
06/09/00	VA	City of Norfolk, Virginia, Purchasing
10/23/00	VA	Hampton Roads Regional Jail
04/26/00	WA	City of Lynnwood Purchasing and Contracts Division
05/19/00	WA	City of Redmond Purchasing
06/16/00	WA	City of Richland Purchasing
06/26/00	WA	City of Bothell Purchasing Division
10/03/00	WA	Issaquah School District #411
10/18/00	WA	City of Kent
07/19/00	WI	Milwaukee County Transit System
08/23/00	WI	County of Rock
08/29/00	WI	City of Wauwatosa
10/13/00	WI	West Allis - West Milwaukee Schools

SCHEDULE 2.15 AFFILIATES

The following individuals are Affiliates of Target and currently serve in the corresponding position indicated:

Bernard B. Markey, Chairman of the Board of Directors and Director
L. A. Gornto, Jr., Executive Vice President, Secretary, Assistant Treasurer and Director
Edward A. Moses, Director
David Vanriper Morris, Director
O. F. Ramos, Chief Executive Officer, President and Director
William Knox North, Chief Technical Officer and Vice President
Edward S. Jordan, Chief Operating Officer and Vice President
Gertrude J. Sulzer, Chief Accounting Officer, Controller and Treasurer

Also, H.T.E., Inc.

SCHEDULE 5.8(e) TARGET RESTRICTED STOCK

There is no outstanding Target Restricted Stock as defined in the Agreement.

SCHEDULE 6.3(f) CONSENTS, WAIVER AND APPROVALS NEEDED

See Schedule 2.4.

Exhibit B

RESTATED ARTICLES OF INCORPORATION

RESTATED ARTICLES OF INCORPORATION

OF

DEMANDSTAR.COM, INC.

Pursuant to the provisions of the Florida Business Corporation Act, the corporation hereinafter named does hereby amend and restate its Articles of Incorporation. The text of the Restated Articles of Incorporation of the corporation, as amended hereby, is as follows:

FIRST: The corporate name for the corporation (hereinafter called the "corporation") is DemandStar.com, Inc..

SECOND: The street address, wherever located, of the principal office of the corporation is 1260 Mercer Street, Seattle, WA 98109.

The mailing address, wherever located, of the corporation is 1260 Mercer Street, Seattle, WA 98109.

THIRD: The number of shares that the corporation is authorized to issue 1,000, all of which are of a par value of $.0001 dollars each and are of the same class and are Common Shares.

FOURTH: The street address of the registered office of the corporation in the State of Florida is c/o Corporation Service Company, 1201 Hays Street, Tallahassee, Florida 32301.

The name of the registered agent of the corporation at the said registered office is Corporation Service Company.

The written acceptance of said registered agent, as required by the provisions of Section 607.0501(3) of the Florida Business Corporation Act, set forth herein is made a part of these Articles of Incorporation.

FIFTH: The name and the address of the incorporator are:

NAME	ADDRESS
John C. Morrow	Venture Law Group 4750 Carillon Pt. Kirkland, WA 98033

SIXTH: No holder of any of the shares of any class of the corporation shall be entitled as of right to subscribe for, purchase, or otherwise acquire any shares of any class of the corporation which the corporation proposes to issue or any rights or options which the corporation proposes to grant for the purchase of shares of any class of the corporation or for the purchase of any shares, bonds, securities, or obligations of the corporation which are convertible into or exchangeable for, or which carry any rights to subscribe for, purchase, or otherwise acquire shares of any class of the corporation; and any and all of such shares, bonds, securities, or obligations of the corporation, whether now or hereafter authorized or created, may be issued, or may be reissued if the same have been reacquired and if their reissue is not prohibited, and any and all of such rights and options may be granted by the Board of Directors to such individuals and entities, and for such lawful consideration, and on such terms, as the Board of Directors in its discretion may determine, without first offering the same, or any thereof, to any said holder.

SEVENTH: The purposes for which the corporation is organized are as follows:

To engage in any lawful business for which corporations may be organized under the Florida Business Corporation Act.

To have all of the general powers granted to corporations organized under the Florida Business Corporation Act, whether granted by specific statutory authority or by construction of law.

EIGHTH: The duration of the corporation shall be perpetual.

NINTH: The corporation shall, to the fullest extent permitted by the provisions of the Florida Business Corporation Act, as the same may be amended and supplemented, indemnify any and all persons whom it shall have power to indemnify under said provisions from and against any and all of the expenses, liabilities, or other matters referred to in or covered by said provisions, and the indemnification provided for herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any Bylaw, vote of shareholders or disinterested directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person.

TENTH: Whenever the corporation shall be engaged in the business of exploiting natural resources or other wasting assets, distributions may be paid in cash out of depletion or similar reserves at the discretion of the Board of Directors and in conformity with the provisions of the Florida Business Corporation Act.

ELEVENTH: The corporate existence of the corporation shall begin on the date these Articles of Incorporation are filed.

Having been named as registered agent and to accept service of process for the above-named corporation at the place designated in these Articles of Incorporation, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

CORPORATION SERVICE COMPANY

By: ______________________

Name: ______________________

Title: BRIAN COURTNEY, ASST. V.P.

Date: March 5,2001

FILED
01 MAR -5 PM 4:45
SECRETARY OF STATE
TALLAHASSEE, FLORIDA